



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

सं. 38]

नई दिल्ली, सितम्बर 14—सितम्बर 20, 2003, शनिवार/भाद्र 23—भाद्र 29, 1925

No. 38] NEW DELHI, SEPTEMBER 14—SEPTEMBER 20, 2003, SATURDAY/BHADRA 23—BHADRA 29, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 5 सितम्बर, 2003

का.आ. 2630.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) को धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 160/पीसीआर 2003, दिनांक 7-8-2003 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से (1) श्री पी. के. नंदयालकर, शाखा प्रबंधक, भारतीय स्टेट बैंक, गंगावती शाखा, कोप्पल जिला (2) श्री सी. एन. गुजाली, सहायक प्रबंधक (अग्रिम), भारतीय स्टेट बैंक, गंगावती शाखा, कोप्पल एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी सप्तित धारा 420 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सप्तित धारा 13(1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और पड़वंत्र तथा उसी संब्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य

अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/75/2003-डी.एस.पी.ई.]

शुभा ठाकुर, अवर सचिव

CABINET SECRETARIAT

New Delhi, the 5th September, 2003

S.O. 2630.—In exercise of the powers conferred by Sub-section (1) of Section 5 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Karnataka, vide Notification No. HD 160/PCR 2003 dated 7-8-2003, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against (1) Shri P. K. Nandyalkar, Branch Manager, State Bank of India, Gangavathi Branch, Koppal District, (2) Shri C. N. Gunjali, Assistant Manager (Advance), State Bank of India, Gangavathi Branch, Koppal and any other

public servants or persons under Section 120-B read with 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Section 13 (2) read with Section 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988) and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/75/2003-DSPE]

SHUBHA THAKUR, Under Secy.

नई दिल्ली, 9 सितम्बर, 2003

का.आ. 2631.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 161 पीसीआर 2003, दिनांक 7-8-2003 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से (1) श्रीमती एन. पद्मिनी, मुख्य प्रबंधक, केनरा बैंक, चामराजपेट शाखा, बंगलौर (निलंबनाधीन) (2) श्री एच. एन. पालेगर, वरिष्ठ प्रबंधक, केनरा बैंक, चामराजपेट शाखा, बंगलौर (3) श्री मंजुनाथ बी. शेट, अधिकारी, केनरा बैंक, चामराजपेट शाखा, बंगलौर एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्तियों के विरुद्ध भारतीय दंड संहिता; 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी सपठित धारा 420 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13(1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संमक्त प्रयत्नों, दुष्प्रेरणों और पड़यन्त्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/74/2003-डी.एस.पी.ई.]

शुभा ठाकुर, अवर सचिव

New Delhi, the 9th September, 2003

S.O. 2631.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Karnataka, vide Notification No. HD 160/ PCR 2003 dated 7-8-2003, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences against (1) Smt. N. Padmini, Chief Manager, Canara Bank, Chamarajpet Branch, Bangalore (Under Suspension), (2) Shri H. N. Palegar, Senior Manager, Canara Bank, Chamarajpet Branch, Bangalore (3) Shri Manjunath B. Shet, Officer, Canara Bank, Chamarajpet Branch, Bangalore and any other public servants or private

persons under Section 120-B read with 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Section 13 (2) read with Section 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988) and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/74/2003-DSPE]

SHUBHA THAKUR, Under Secy.

गृह मंत्रालय

(स्वापक नियंत्रण ब्यूरो)

नई दिल्ली, 18 जुलाई, 2003

का.आ. 2632.—स्वापक औपधि एवं मन: प्रभावी पदार्थ अधिनियम, 1985 (1985 का 61) की धारा 36ग के साथ पठित दंड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (2) तथा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा स्वापक औपधि एवं मन: प्रभावी पदार्थ अधिनियम, 1985 के तहत श्री लीला धर खत्री, अधिवक्ता की विशेष लोक अभियोजक के रूप में नियुक्त की अवधि का जोधपुर (राजस्थान) स्थित विशेष न्यायालयों में केन्द्रीय सरकार की ओर से स्वापक नियंत्रण ब्यूरो के मामलों की पैसवी करने के प्रयोजनार्थ मार्च, 2002 से आगे तीन वर्षों की अवधि के लिए अथवा आगे आदेशों तक जो भी पहले हो, विस्तार करती है।

बशर्ते श्री लीला धर खत्री, अभियोजक उक्त तीन वर्ष की अवधि के दौरान स्वापक औपधि एवं मन: प्रभावी पदार्थ अधिनियम, 1985 के अंतर्गत केन्द्र अथवा राज्य सरकार द्वारा दोषी ठहराए गए किसी अभियुक्त की ओर से बंचाव पक्ष के बकील के रूप में उपस्थित नहीं होंगे।

[फा. सं. IV/5/2002-एनसीडी (विधि)]

उमेश कालड़ा, निदेशक (सुरक्षा)

अनुलग्नक

1. नियुक्त व्यक्ति को कोई फीस/मासिक पारिश्रमिक अदा नहीं किया जाएगा।

2. नियुक्त व्यक्ति नीचे दर्शायी गई फीस का पात्र होगा :—

(क) शिकायत का मसौदा 100/- रु. प्रति मामला
तैयार करने के लिए

(ख) प्रभावी सुनवाई के लिए 200/- रु. प्रतिदिन प्रति मामला
300/- रु. प्रतिदिन एक से
अधिक मामले होने पर

(ग) अप्रभावी सुनवाई के लिए 100/- रु. प्रति दिन जो एक मामले में तीन ऐसी सुनवाईयों से अधिक न हो।

(घ) लिखित राय	100/- रु. प्रति मामला
(ङ) सम्मेलन प्रभार	50/- रु. प्रति सम्मेलन, जो एक मामले में अधिकतम तीन सम्मेलनों तक सीमित होगा।

MINISTRY OF HOME AFFAIRS

(Narcotics Control Bureau)

New Delhi, the 18th July, 2003

S. O. 2632.—In exercise of the powers conferred by Sub-section (2) and (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), read with section 36C of the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985), the Central Government hereby extends the appointment of Shri L.D. Khatri, Advocate, as Special Public Prosecutor, for the purpose of conducting cases of Narcotics Control Bureau on behalf of the Central Government under the Narcotic Drugs and Psychotropic Substances Act, 1985, before the Special Courts at Jodhpur, for a further period of three years with effect from March, 2002 or until further orders, whichever is earlier.

Provided that Shri L. D. Khatri, Advocate, shall not appear as a Defence Counsel on behalf of any accused booked by the Central or State Government, for an offence under the Narcotic Drugs and Psychotropic Substances Act, 1985 during the said period of three years.

[F. No. IV/5/2002-NCD (Legal)]

UMESH KALRA, Director (Security)

ANNEXURE

1. No retainer/monthly remuneration will be paid to the appointee.

2. The appointee shall be eligible for the fees as stated below :

(a) Drafting Complaint	Rs. 100/- per case
(b) For effective hearing	Rs. 200/- per day per case
	Rs. 300/- per day for more than one case
(c) For non-effective hearing	Rs. 100/- per day for a maximum of three such hearings in a case
(d) Written opinion	Rs. 100/- per case
(e) Conference Charge	Rs. 50/- per Conference subject to a maximum of 3 conferences in a case.

नई दिल्ली, 22 जुलाई, 2003

का०आ०. 2633.—स्वापक औषधि और मन: प्रभावी पदार्थ अधिनियम, 1985 (1985 का 6) की धारा 36ग के साथ पठित दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (2) तथा (8) में प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, स्वापक औषधि तथा मन: प्रभावी पदार्थ अधिनियम, 1985 के कारण उत्पन्न हुए मामलों की केन्द्र सरकार की ओर से पैरवी करने के प्रयोजनार्थ निम्नलिखित अधिवक्ताओं की विशेष लोक अभियोजक/अतिरिक्त विशेष लोक अभियोजक/वरिष्ठ विशेष लोक अभियोजक के रूप में उनके नामों के सामने बर्णित न्यायालयों में उनकी नियुक्ति की अवधि 7-11-2001 से तीन वर्षों तक अथवा अगले आदेशों तक, जो भी पहले हो, उन पर लागू पिछले नियमों एवं शर्तों पर और आगे बढ़ाती हैं।

क्र. सं. अधिवक्ताओं का नाम वे न्यायालय जिनके सम्मुख उपस्थित होना हैं

1. हीरा लाल भट्टाचार्जी	अतिरिक्त विशेष लोक अभियोजक (क) जिला सत्र-न्यायालय, 24 परगना
	(ख) सीजेएम का न्यायालय, बारासत।
2. शिशिर कुमार घोष	विशेष लोक अभियोजक (क) नगर सत्र-न्यायालय, कोलकाता
	(ख) सीएमएम, कोलकाता (बांकाहाल-न्यायालय)
3. श्री कंचन लाल मुखर्जी	वरिष्ठ विशेष लोक अभियोजक जिला एवं सत्र न्यायालय, बरहामपुर।
4. चिन्मय चौधरी	वरिष्ठ विशेष लोक अभियोजक (क) जिला एवं विशेष न्यायालय, हावड़ा। (ख) सीजेएम, हावड़ा।

[फ. सं. IV/6/2002-एनसीडी (विधि)]

उमेश कालड़ा, निदेशक (सुरक्षा)

New Delhi, the 22nd July, 2003

S. O. 2633.—In exercise of the powers conferred by Sub-section (2) and (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), read with Section 36C of the Narcotic Drugs and Psychotropic Substances Act, 1985 (61 of 1985), the Central Government hereby extends the appointment of following Advocates as Special Public Prosecutor/Additional Special Public Prosecutor/Senior

Special Public Prosecutor in the Courts mentioned against their names for the purpose of conducting cases of Narcotics Control Bureau on behalf of the Central Government under the Narcotic Drugs and Psychotropic Substances Act, 1985, for a further period of three years with effect from 07-11-2001 or until further orders, whichever is earlier, on the terms and conditions as applicable to them earlier.

S. No.	Name of the Advocate	Court(s) in which to appear
1.	Shri Hira Lal Bhattacharjee	Additional Special Public Prosecutor (a) District Sessions court 24 Parganas (b) CJM Barasat
2.	Shri Sisir Kumar Ghosh	Special Public Prosecutor (a) City Sessions Court Kolkata (b) CMM, Kolkata, (Bankahall Court)
3.	Shri Kanchan Lal Mukherjee	Senior Special Public Prosecutor (a) District and Sessions Court, Berhampura
4.	Shri Chinmoy Chaudhuri	Senior Special Public Prosecutor (a) District and Special Court, Howrah (b) CJM, Howrah.

[F. No. IV/6/2002-NCD (Legal)]

UMESH KALRA, Director (Security)

नई दिल्ली, 4 अगस्त, 2003

का०आ०. 2634.—स्वापक औषधि एवं मन: प्रभावी पदार्थ अधिनियम, 1985 (1985 का 61) को धारा 36ग के साथ पठित दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (2) तथा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतदद्वारा स्वापक औषधि एवं मन: प्रभावी पदार्थ अधिनियम, 1985 के तहत श्री पवन ठाकुर, अधिवक्ता को शिमला स्थित विशेष न्यायालयों में केन्द्रीय सरकार की ओर से स्वापक नियंत्रण व्यूरो के मामलों की पैरवी करने के प्रयोजनार्थ उनके द्वारा कार्यभार संभाले जाने की तारीख से तीन

वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

बशर्ते श्री पवन ठाकुर, अभियोजक उक्त तीन वर्ष की अवधि के दौरान स्वापक औषधि एवं मन: प्रभावी पदार्थ अधिनियम, 1985 के अंतर्गत केन्द्र अथवा राज्य सरकार द्वारा दोपी ठहराए गए किसी अभियुक्त की ओर से बचाव पक्ष के बकील के रूप में उपस्थित नहीं होंगे।

[फा. सं. IV/4/2003-एनसीडी (विधि)]

उमेश कालड़ा, निदेशक (सुरक्षा)

अनुलग्नक

1. नियुक्त व्यक्ति कोई फीस/मासिक पारिश्रमिक अदा नहीं किया जाएगा।
2. नियुक्त व्यक्ति नीचे दर्शायी गई फीस का पात्र होगा :—

(क) शिकायत का मसोदा	150/- रु. प्रति मामला
तैयार करने के लिए	
(ख) प्रभावी सुनवाई के लिए	350/- रु. प्रतिदिन प्रति मामला
	500/- रु. प्रतिदिन एक से अधिक मामले होने पर
(ग) अप्रभावी सुनवाई के लिए	200/- रु. प्रति दिन ज्येह एक मामले में तीन ऐसी सुनवाईयों से अधिक न हो।
(घ) लिखित राय	200/- रु. प्रति मामला
(ङ) सम्मेलन प्रभार	150/- रु. प्रति सम्मेलन, जो एक मामले में अधिकतम तीन सम्मेलनों तक सीमित होगा।

New Delhi, the 4th August, 2003

S. O. 2634.—In exercise of the powers conferred by Sub-section (2) and (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), read with Section 36C of the Narcotic Drugs and Psychotropic Substances Act, 1985, (61 of 1985), the Central Government hereby appoints Shri Pawan Thakur, Advocate, as Special Public Prosecutor for the purpose of conducting cases of Narcotics Control Bureau on behalf of the Central Government under the Narcotic Drugs and Psychotropic Substances Act, 1985, before the Special Courts at Shimla for a period of three years from the date he assumes charges or until further orders, whichever is earlier.

Provided that Shri Pawan Thakur, Advocate, shall not appear as a Defence Counsel on behalf of any accused booked by the Central or State Government, for an offence under the Narcotic Drugs and Psychotropic Substances Act, 1985 during the said period of three years.

[F. No. IV/4/2003-NCD (Legal)]
UMESH KALRA, Director (Security)

ANNEXURE

1. No retainer/monthly remuneration will be paid to the appointee.
2. The appointee shall be eligible for the fees as stated below :—

(a) Drafting Complaint	Rs. 150/- per case
(b) For effective hearing	Rs. 350/- per day per case Rs. 500/- per day for more than one case
(c) For non-effective hearing	Rs. 200/- per day for a maximum of three such hearing in a case
(d) Written opinion	Rs. 200/- per case
(e) Conference Charge	Rs. 150/- per conference subject to a maximum of 3 conferences in a case.

नई दिल्ली, 8 सितम्बर, 2003

का. आ. 2635.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :

भारत तिब्बत सीमा पुलिस

1. कार्यालय महानिरीक्षक (उत्तरांचल/हिमाचल प्रदेश,) भारत-तिब्बत सीमा पुलिस, सीमाद्वारा, देहरादून (उत्तरांचल)।
2. कार्यालय महानिरीक्षक, (ज.व.क.) परिक्षेत्र, भारत-तिब्बत सीमा पुलिस, पंथाचौक, श्रीनगर, (जम्मू-कश्मीर)।
3. कार्यालय उपमहानिरीक्षक (ज.व.क. II), क्षेत्रीय मुख्यालय (ज.व.क. II), भारत-तिब्बत-सीमा पुलिस, पंथाचौक, श्रीनगर (जम्मू-कश्मीर)।

केन्द्रीय रिजर्व पुलिस बल

1. कार्यालय पुलिस उप महानिरीक्षक, केन्द्रीय रिजर्व पुलिस बल, भुवनेश्वर (उड़ीसा)।
2. 138 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
3. कार्यालय प्रिंसिपल/पुलिस उप महानिरीक्षक, केन्द्रीय प्रशिक्षण कालेज-3, केन्द्रीय रिजर्व पुलिस बल, मुदखेड़, जिला-नांदेड़ (महाराष्ट्र)।

[सं. 12017/1/2002-हिन्दी]

राजेन्द्र सिंह, निदेशक (रा.भा.)

New Delhi, the 8th September, 2003

S.O. 2635.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80%.

INDO-TIBETAN BORDER POLICE

1. Office of Inspector General (Uttaranchal/Himachal Pradesh), Indo-Tibetan Border Police, Simadwar, Dehradun (Uttaranchal).
2. Office of Inspector General (J&K) Zone, Indo-Tibetan Border Police, Panthachowk, Srinagar (J&K)
3. Office of Deputy Inspector General (J&K-II), Indo-Tibetan Border Police, Sector Hqrs. (J&K-II), Panthachowk, Srinagar (J&K).

CENTRAL RESERVE POLICE FORCE

1. Office of the Dy. Inspector General of Police Central Reserve Police Force, Bhubaneswar (Orissa).
2. I38 Bn., Central Reserve Police Force.
3. Office of the Principal/Dy. Inspector General of Police, Central Training College-3, Central Reserve Police Force, Mudkhed, Distt. Nanded (Maharashtra).

[No. 12017/1/2002-Hindi]

RAJENDRA SINGH, Director (OL)

वित्त मंत्रालय

(राजस्व विभाग)

कार्यालय आयुक्त केन्द्रीय उत्पाद शुल्क :

जालंधर (मुख्यालय चण्डीगढ़)

जालंधर, 2 अगस्त, 2003

सं. 1/2003-एन.टी. (सीमा)

का. आ. 2636.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा (एन.टी.) दिनांक 1-7-1994 में प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्वारा सीमा शुल्क अधिनियम, 1962 (1962 की संख्या 52) की धारा 9 के अन्तर्गत पंजाब राज्य के गांव छोटा नौशहरा, चुंगी चौकी के सामने,

बाई पास, मजीडा रोड, अमृतसर को 100 प्रतिशत निर्यातोन्मुख उपक्रम के उद्देश्य के लिये भांडागार स्टेशन घोषित करता है।

[फा. सी. सं. VIII (मुख्य) 20/19/डी.बी.के./2003]

जी. एस. नारंग, आयुक्त

**MINISTRY OF FINANCE
(Department of Revenue)
OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE:
JALANDHAR (HQRS. AT CHANDIGARH)**

Jalandhar, the 2nd August, 2003

No. 1/2003-N.T. (CUS)

S.O. 2636.—In exercise of the powers conferred by Notification No. 33/94-Cus. (NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, Village Chotta Naushera o/s Octroi Post, Bye pass, Majitha Road, Amritsar, in the state of Punjab is hereby declared to be a warehousing station under Section 9 of the Customs Act, 1962 (No. 52 of 1962) for the purpose of setting up of Hundred per cent Export Oriented Units (100% EOU).

[F. C. No. VIII (HQ) 20/19/DBK/2003]

G. S. NARANG, Commissioner

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय : मदुरे

मदुरे, 29 अगस्त, 2003

सं. 2/2003-सीमा शुल्क (एन.टी.)

का.आ. 2637.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की भाग 9 जो भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के अधिसूचना सं. 33/94-सीमा शुल्क (एन.टी.) दिनांक 1-7-1994 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं एतद्वारा तमिलनाडु राज्य के, दिङ्कुकल जिला, दिङ्कुकल तालुका के चेट्टिनायक्कनपट्टी गाँव को सीमा शुल्क अधिनियम, 1962 (1962 का 52) के अधीन शत प्रतिशत निर्यातोन्मुख उपक्रम स्थापित करने हेतु भांडागार घोषित करता हूँ।

[फा. सी. सं. IV/16/74/2003-टैक]

एम. सुरेश, आयुक्त

**OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE, MADURAI**

Madurai, the 29th August, 2003

No. 2/2003-Customs (N.T.)

S.O. 2637.—In exercise of the powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (NT) dated 1-07-94 of the Government of India Ministry of Finance, Department of Revenue, New Delhi, I hereby declare

“CHETTINAICKENPATTI VILLAGE, DINDIGUL TALUK, DINDIGUL DISTRICT” in the State of Tamil Nadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100% Export Oriented Undertakings.

[F. C. No. IV/16/74/2003-Tech.]

M. SURESH, Commissioner

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 8 सितम्बर, 2003

का.आ. 2638.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, भारत संचार निगम लि., कर्नाटक परिमण्डल, बैंगलूर-560008

[सं. ई. 11016/1/2002-रा.भा.]

कैलाश दत्ता, उप निदेशक (राजभाषा)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(Official Language Section)

New Delhi, the 8th September, 2003

S.O. 2638.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended 1987), the Central Government hereby notifies the following Office under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telcom, BSNL, Karnataka Circle, Bangalore-560008.

[No. E.-II 1016/1/2002 (O.L.)
KAILASH DUTTA, Dy. Director (O.L.)

नई दिल्ली, 8 सितम्बर, 2003

का.आ. 2639.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, हिमाचल प्रदेश परिमंडल, शिमला
हिमाचल प्रदेश परिमंडल, सोलन

1. मंडल अभियंता (तार), अर्की
2. उपमंडल अधिकारी (तार), अर्की
3. उपमंडल अधिकारी (तार), कुनिहार
4. उपमंडल अधिकारी (दूरभाष), कसौली
5. मंडल अभियंता (तार), नालागढ़
6. उपमंडल अधिकारी (तार), नालागढ़
7. उपमंडल अधिकारी (दूरभाष), बद्दी
8. उपमंडल अधिकारी (तार), परवाणू
9. मंडल अभियंता (दूरभाष), सोलन
10. उपमंडल अधिकारी (तार), सोलन
11. उपमंडल अधिकारी (दूरभाष), सोलन
12. मंडल अभियंता (तार), नाहन
13. उपमंडल अधिकारी (तार), नाहन
14. उपमंडल अधिकारी (दूरभाष), नाहन
15. उपमंडल अधिकारी (तार), पांचटा साहिब
16. उपमंडल अधिकारी (दूरभाष), पांचटा साहिब
17. सहायक मंडल अभियंता (तार) औ सीबी, सोलन
18. मंडल अभियंता (अनुरक्षण), राजगढ़
19. उपमंडल अभियंता (तार), राजगढ़
20. उपमंडल अधिकारी (समूह), सराहन
21. उपमंडल अधिकारी (आंतरिक), पांचटा साहिब

हिमाचल प्रदेश परिमंडल, हमीरपुर

1. मंडल अभियंता दूरसंचार, हमीरपुर
2. मंडल अभियंता दूरसंचार, बिलासपुर
3. मंडल अभियंता दूरसंचार, ऊना
4. मंडल अभियंता दूरसंचार, अम्ब
5. मंडल अभियंता (सामग्री प्रबंधन), ऊना
6. उपमंडल अधिकारी (तार), हमीरपुर
7. उपमंडल अधिकारी (फोन्स), हमीरपुर
8. उपमंडल अधिकारी (तार), टैणीदेवी
9. उपमंडल अधिकारी (तार), भोरंज

10. उपमंडल अधिकारी (तार), बड़सर
11. उपमंडल अधिकारी (तार), नादौन
12. उपमंडल अधिकारी (तार), अम्ब
13. उपमंडल अधिकारी (तार), गगरेट
14. उपमंडल अधिकारी (तार), ऊना
15. उपमंडल अधिकारी (फोन्स), ऊना
16. उपमंडल अधिकारी (तार), बिलासपुर
17. उपमंडल अधिकारी (फोन्स), बिलासपुर
18. उपमंडल अधिकारी (तार), घुमारवीं
19. उपमंडल अधिकारी (फोन्स), घुमारवीं
20. उपमंडल अधिकारी (तार), मेहतपुर
21. उपमंडल अधिकारी (तार), बंगाणा

हिमाचल प्रदेश परिमंडल, मंडी

1. मंडल अभियंता तार, सुंदरनगर
2. उपमंडल अधिकारी (तार), सुंदरनगर
3. उपमंडल अधिकारी (फोन्स), सुंदरनगर
4. मंडल अभियंता (तार), मंडी
5. उपमंडल अधिकारी (तार), मंडी
6. उपमंडल अधिकारी (फोन्स), मंडी
7. उपमंडल अधिकारी (तार), करसोग
8. मंडल अभियंता (फोन्स), मंडी
9. उपमंडल अधिकारी (समूह), भंगरोदू
10. उपमंडल अधिकारी (तार), पंडोह
11. मंडल अभियंता (तार), जोगेन्द्रनगर
12. उपमंडल अधिकारी (तार), जोगेन्द्रनगर
13. उपमंडल अधिकारी (तार), चौंतड़ा
14. उपमंडल अधिकारी (तार), गोहर
15. मंडल अभियंता (तार), सरकाधाट
16. उपमंडल अधिकारी (तार), सरकाधाट
17. उपमंडल अधिकारी (तार), धर्मपुर
18. उपमंडल अधिकारी (समूह), बलद्वाड़ाप
19. उपमंडल अधिकारी (आंतरिक), मंडी
20. उपमंडल अधिकारी (सामग्री प्रबंधन), सुंदरनगर

हिमाचल प्रदेश परिमंडल, शिमला

1. मंडल अभियंता (तार), शिमला
2. उपमंडल अभियंता (तार), शिमला
3. उपमंडल अधिकारी (तार), टियोग
4. उपमंडल अधिकारी (तार), कोटखाई
5. उपमंडल अधिकारी (तार), चोपाल
6. उपमंडल अधिकारी (तार), धनाहटटी
7. मंडल अभियंता (तार), रामपुर
8. उपमंडल अधिकारी (तार), रामपुर
9. उपमंडल अधिकारी (तार), कुमारसेन
10. उपमंडल अधिकारी (तार), निरमंड
11. उपमंडल अधिकारी (तार), आनी
12. उपमंडल अभियेता (तार), रिकांगपियो
13. उपमंडल अधिकारी (तार), कल्पा
14. उपमंडल अधिकारी (तार), काजा
15. उपमंडल अधिकारी (तार), पूह
16. मंडल अभियंता (तार), रोहड़
17. उपमंडल अधिकारी (तार), रोहड़
18. उपमंडल अधिकारी (तार), जुब्बल
19. मंडल अभियंता (अंतरंग), शिमला
20. उपमंडल अधिकारी (दोष निवारण सेवा), शिमला
21. उपमंडल अधिकारी (नगरांतर), शिमला
22. उपमंडल अधिकारी (तारघर), शिमला
23. उपमंडल अधिकारी (विद्युत), शिमला
24. उपमंडल अधिकारी (केबल), शिमला
25. मंडल अभियंता (बहिरंग), शिमला
26. उपमंडल अधिकारी (फोन्स-I), शिमला
27. उपमंडल अधिकारी (फोन्स-II), शिमला
28. उपमंडल अधिकारी (फोन्स-III), शिमला
29. उपमंडल अधिकारी (फोन्स), बालूगंज
30. मंडल अभियंता (ओ.सी.बी.), शिमला

31. उपमंडल अभियंता (ओ.सी.बी.), शिमला

32. मंडल अभियंता (वाणिज्य), शिमला

33. उपमंडल अधिकारी (वाणिज्य), शिमला

हिमाचल प्रदेश परिमंडल, महाप्रबंधक, दूरसंचार जिला, धर्मशाला

1. उपमंडल अधिकारी तार, ज्वाली
2. उपमंडल अधिकारी, योल
3. उपमंडल अधिकारी, तीसा

हिमाचल प्रदेश परिमंडल, दूरसंचार जिला प्रबंधक, कुल्लू

1. उपमंडल अधिकारी (तार), कुल्लू
2. उपमंडल अधिकारी (दूरभाष), कुल्लू
3. उपमंडल अधिकारी (तार), भुन्तर
4. उपमंडल अधिकारी (तार), बन्जार
5. उपमंडल अधिकारी (तार), उदयपुर
6. उपमंडल अधिकारी (एम.एम.), कुल्लू
7. उपमंडल अधिकारी (तार-परियात), कुल्लू
8. मंडल अभियंता (ओ एंड एम.), कुल्लू
9. मंडल अभियंता, दूरसंचार भण्डार डिपो, मोहाली

कार्यालय, मुख्य महाप्रबंधक दूरसंचार, बिहार परिमंडल, पटना

1. दूरसंचार जिला प्रबंधक, मोतीहारी
2. दूरसंचार जिला प्रबंधक, सहरसा
3. दूरसंचार जिला प्रबंधक, मुंगेर
4. दूरसंचार जिला प्रबंधक, आरा
5. दूरसंचार जिला प्रबंधक, सासाराम
6. दूरसंचार जिला प्रबंधक, हाजीपुर
7. दूरसंचार जिला प्रबंधक, खगड़िया
8. दूरसंचार जिला प्रबंधक, समस्तीपुर
9. दूरसंचार जिला प्रबंधक, बैतिया
10. दूरसंचार जिला प्रबंधक, बेगुसराय
11. दूरसंचार जिला अभियंता, किशनगंज

12. प्राचार्य, सर्किल दूरसंचार प्रशिक्षण केन्द्र, पटना
13. मुख्य अभियंता दूरसंचार (सिविल), पटना
14. मुख्य अभियंता दूरसंचार (विद्युत), पटना
 1. दूरसंचार जिला प्रबंधक, राजस्थान परिमंडल, टोंक (राजस्थान)
 2. दूरसंचार जिला प्रबंधक कार्यालय सिंधुदुर्ग, सावंतवाड़ी (महाराष्ट्र सर्किल)
 3. मुख्य महाप्रबंधक दूरसंचार, रेलवे विद्युतीकरण परियोजना परिमंडल, नागपुर
 4. मुख्य महाप्रबंधक दूरसंचार, रायपुर, छत्तीसगढ़ दूरसंचार परिमंडल
 5. महाप्रबंधक दूरसंचार जिला बिलासपुर, छत्तीसगढ़ परिमंडल रायपुर
 6. मुख्य वास्तुविद, भारत संचार निगम लि., महाराष्ट्र दूरसंचार विंग, मुम्बई
 7. महाप्रबंधक दूरसंचार जिला जम्मू, जम्मू कश्मीर, परिमंडल जम्मू
 8. दूरसंचार जिला प्रबंधक, नई टिहरी (टी.ग.), उत्तरांचल परिमंडल, देहरादून
 9. उपमंडल अभियंता (ग्रुप एक्सचेंज) पिथौरागढ़, उत्तरांचल केरल दूरसंचार परिमंडल, तिरुवनंतपुरम
 1. मुख्य महाप्रबंधक दूरसंचार कार्यालय, तिरुवनंतपुरम
 2. प्रधान महाप्रबंधक दूरसंचार कार्यालय, तिरुवनंतपुरम
 3. प्रधान महाप्रबंधक दूरसंचार कार्यालय, एरणाकुलम
 4. प्रधान महाप्रबंधक दूरसंचार कार्यालय, त्रृशूल
 5. महाप्रबंधक दूरसंचार जिला कार्यालय, कोल्लम
 6. महाप्रबंधक दूरसंचार जिला कार्यालय, आलप्पुरा
 7. महाप्रबंधक दूरसंचार जिला कार्यालय, पत्तनंतिट्टा
 8. महाप्रबंधक दूरसंचार जिला कार्यालय, कोट्टयम
 9. महाप्रबंधक दूरसंचार जिला कार्यालय, कालिकट
 10. महाप्रबंधक दूरसंचार जिला कार्यालय, पालक्काड
 11. महाप्रबंधक दूरसंचार जिला कार्यालय, कण्णूर
 12. महाप्रबंधक दूरसंचार जिला कार्यालय, मलपुरम

[फा. सं. ई. 11016/1/2002-रा. भा.]

कैलाश दत्ता, उप निदेशक (राजभाषा)

New Delhi, the 8th September, 2003

S. O. 2639.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended—1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom, Himachal Pradesh Circle, Shimla

Himachal Pradesh Circle, Solan

1. Divisional Engineer (Telegraph), Arki
2. Sub Divisional Officer (Telegraph), Arki
3. Sub Divisional Officer (Telegraph), Kunihar
4. Sub Divisional Officer (Telephone), Kasauli
5. Divisional Engineer (Telegraph), Nalagarh
6. Sub Divisional Officer (Telegraph), Nalagarh
7. Sub Divisional Officer (Telephone), Badhi
8. Sub Divisional Officer (Telegraph), Parvanu
9. Divisional Engineer (Telephone), Solan
10. Sub Divisional Officer (Telegraph), Solan
11. Sub Divisional Officer (Telephone), Solan
12. Divisional Engineer (Telegraph), Nahan
13. Sub Divisional Officer (Telegraph), Nahan
14. Sub Divisional Officer (Telephone), Nahan
15. Sub Divisional Officer (Telegraph), Paonta Sahib
16. Sub Divisional Officer (Telephone), Paonta Sahib
17. Asstt. Divisional Engineer (Telegraph), OCB, Solan
18. Divisional Engineer (Maintenance), Rajgarh
19. Sub Divisional Officer (Telegraph), Rajgarh
20. Sub Divisional Officer (Group), Srahan
21. Sub Divisional Officer (Internal), Paonta Sahib

Himachal Pradesh Circle, Hamirpur

1. Divisional Engineer Telecom., Hamirpur
2. Divisional Engineer Telecom., Bilaspur
3. Divisional Engineer Telecom., Una
4. Divisional Engineer Telecom. Amb

5. Divisional Engineer Telecom., (Material Management), Una
6. Sub Divisional Officer (Telegraph), Hamirpur
7. Sub Divisional Officer (Phones), Hamirpur
8. Sub Divisional Officer (Telegraph), Tonidevi
9. Sub Divisional Officer (Telegraph), Bhoranj
10. Sub Divisional Officer (Telegraph), Badsar
11. Sub Divisional Officer (Telegraph), Nadaun
12. Sub Divisional Officer (Telegraph), Amb
13. Sub Divisional Officer (Telegraph), Gagrete
14. Sub Divisional Officer (Telegraph), Una
15. Sub Divisional Officer (Phones), Una
16. Sub Divisional Officer (Telegraph), Bilaspur
17. Sub Divisional Officer (Phones), Bilaspur
18. Sub Divisional Officer (Telegraph), Ghumarvi
19. Sub Divisional Officer (Phones), Ghumarvi
20. Sub Divisional Officer (Telegraph), Mehatpur
21. Sub Divisional Officer (Telegraph), Banganna

Himachal Pradesh Circle, Mandi

1. Divisional Engineer Telegraph, Sundernagar
2. Sub Divisional Officer (Telegraph), Sundernagar
3. Sub Divisional Officer (Phones), Sundernagar
4. Divisional Engineer (Telegraph), Mandi
5. Sub Divisional Officer (Telegraph), Mandi
6. Sub Divisional Officer (Phones), Mandi
7. Sub Divisional Officer (Telegraph), Karsog
8. Divisional Officer (Phones), Mandi
9. Sub Divisional Officer (Group), Bhangrotu
10. Sub Divisional Officer (Telegraph), Pandoh
11. Divisional Engineer (Telegraph), Jogindernagar
12. Sub Divisional Officer (Telegraph),
Jogindernagar
13. Sub Divisional Officer (Telegraph), Chontra
14. Sub Divisional Officer (Telegraph), Gohar
15. Divisional Engineer (Telegraph), Sarkaghat
16. Sub Divisional Officer (Telegraph), Sarkaghat
17. Sub Divisional Officer (Telegraph), Dharmpur
18. Sub Divisional Officer (Group), Baldwadap
19. Sub Divisional Officer (Internal), Mandi
20. Sub Divisional Officer (Material Management),
Sundernagar

Himachal Pradesh Circle, Shimla

1. Divisional Engineer (Telegraph), Shimla
2. Sub Divisional Officer (Telegraph), Shimla
3. Sub Divisional Officer (Telegraph), Thiyog
4. Sub Divisional Officer (Telegraph), Kotkhai
5. Sub Divisional Officer (Telegraph), Chopal
6. Sub Divisional Officer (Telegraph), Ghanahatti
7. Divisional Engineer (Telegraph), Rampur
8. Sub Divisional Officer (Telegraph), Rampur
9. Sub Divisional Officer (Telegraph), Kumarsen
10. Sub Divisional Officer (Telegraph), Nirmand
11. Sub Divisional Officer (Telegraph), Aani
12. Divisional Engineer (Telegraph), Rikangpiyo
13. Sub Divisional Officer (Telegraph), Kalpa
14. Sub Divisional Officer (Telegraph), Kaja
15. Sub Divisional Officer (Telegraph), Pooh
16. Divisional Engineer (Telegraph), Rohdu
17. Sub Divisional Officer (Telegraph), Rohdu
18. Sub Divisional Officer (Telegraph), Jubbal
19. Divisional Engineer (Internal), Shimla
20. Sub Divisional Officer (Fault Repair Service),
Shimla
21. Sub Divisional Officer (Intercity), Shimla
22. Sub Divisional Officer (Telegraph Office), Shimla
23. Sub Divisional Officer (Electrical), Shimla
24. Sub Divisional Officer (Cable), Shimla
25. Divisional Engineer (Outer), Shimla
26. Sub Divisional Officer (Phones-I), Shimla
27. Sub Divisional Officer (Phones-II), Shimla
28. Sub Divisional Officer (Phones-III), Shimla
29. Sub Divisional Officer (Phones), Baluganj
30. Divisional Engineer (O.C.B.), Shimla
31. Sub Divisional Engineer (O.C.B.), Shimla
32. Divisional Engineer (Commercial), Shimla
33. Sub Divisional Officer (Commercial), Shimla

**Himachal Pradesh Circle, General Manager, Telecom.
Distt., Dharamshala**

1. Sub Divisional Officer Telegraph, Jwali
2. Sub Divisional Officer, Yol
3. Sub Divisional Officer, Tisa

Himachal Pradesh Circle, Telecom. Distt. Manager, Kulu

1. Sub Divisional Officer (Telegraph), Kulu
2. Sub Divisional Officer (Telephone), Kulu
3. Sub Divisional Officer (Telegraph), Bhunter
4. Sub Divisional Officer (Telegraph), Banjar
5. Sub Divisional Officer (Telegraph), Udaipur
6. Sub Divisional Officer (M.M.), Kulu
7. Sub Divisional Officer (Transmission), Kulu
8. Divisional Engineer (O & M) Kulu
9. Divisional Engineer, Telecom. Store Depot, Mohali

Office of Chief General Manager Telecom. Bihar Circle, Patna

1. Telecom Distt. Manager, Motihari
2. Telecom Distt. Manager, Saharsa
3. Telecom Distt. Manager, Munger
4. Telecom Distt. Manager, Aara
5. Telecom Distt. Manager, Sasaram
6. Telecom Distt. Manager, Hajipur
7. Telecom Distt. Manager, Khagdiya
8. Telecom Distt. Manager, Samastipur
9. Telecom Distt. Manager, Betiya
10. Telecom Distt. Manager, Begusarai
11. Telecom Distt. Engineer, Kishanganj
12. Principal, Circle Telecom Training Centre, Patna
13. Chief Engineer Telecom. (Civil), Patna
14. Chief Engineer Telecom. (Electrical), Patna
1. Telecom Distt. Manager, Rajasthan Circle, Tonk (Rajasthan)
2. Office of Distt. Manager Telecom. Sindudurg, Sawantvadi (Maharashtra Circle)
3. Chief General Manager Telecom. Railway Electrification Project Circle, Nagpur
4. Chief General Manager Telecom. Raipur, Chhattisgarh Telecom Circle
5. General Manager Telecom Distt. Bilaspur, Chhattisgarh Circle, Raipur

6. Chief Architect, Bharat Sanchar Nigam Limited, Maharashtra Telecom. Wing (Mumbai)
7. General Manager Telecom. Distt. Jammu, Jammu Kashmir Circle, Jammu
8. Telecom, Distt. Manager, New Tiheri, (T.G.) Uttarakhand Circle, Dehradun
9. Deputy Divisional Engineer (Group Exchange) Pitthoragarh, Uttarakhand

Kerala Telecom. Circle, Thiruvananthapuram

1. Office of Chief General Manager Telecom, Thiruvananthapuram
2. Office of Principal General Manager Telecom, Thiruvananthapuram
3. Office of Principal General Manager Telecom, Ernakulam
4. Office of Principal General Manager Telecom, Trissur
5. Office of General Manager Telecom Distt, Kollam
6. Office of General Manager Telecom Distt., Aalpausha
7. Office of General Manager Telecom Distt., Patanamitta
8. Office of General Manager Telecom Distt., Kautayam
9. Office of General Manager Telecom Distt., Calicut
10. Office of General Manager Telecom Distt., Palakkad
11. Office of General Manager Telecom Distt., Kannur
12. Office of General Manager Telecom Distt., Malappuram.

[No. E. 11016/I/2002(O.L.)]
KAILASH DUTTA, Dy. Director (O.L)

इस्पात मंत्रालय

नई दिल्ली, 9 सितम्बर, 2003

क्रा०आ० 2640.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभेगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 25-4-2001 की इस्पात मंत्रालय की संख्या का. आ. 903 का अधिक्रमण करते हुए, ऐसे अधिक्रमण से पहले किए गए कार्यों और ऐसे कार्यों को छोड़कर जिनका

विलोपन किया गया हो, नीचे दी गई सारणी के स्तंभ (1) में चर्जित अधिकारी को, जो सरकार के राजपत्रित अधिकारी के समतुल्य अधिकारी हैं, संपदा अधिकारी नियुक्त करती है, जो उक्त अधिनियम के प्रयोजनों के लिए उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थानों की अपनी अधिकारिता की स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा या उसके प्रयोजनों के लिए संपदा अधिकारी की प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का पता तथा पदनाम सरकारी स्थानों के प्रबंग और स्थानीय अधिकारिता की सीमाएं

मुख्य (कार्मिक) मैंगनीज और मध्य प्रदेश के बालाघाट जिले, इंडिया लि., 3, माउंट रोड, महाराष्ट्र के नागपुर और भंडारा जिले और आन्ध्र प्रदेश के आदित्यनाथ जिले में स्थित मैंगनीज लिमिटेड से संबंधित द्वारा पट्टे पर दिए गए स्थान।

[सं. 1(2)/2001-आर एम-II]

आई. डी. शर्मा, अवर सचिव

MINISTRY OF STEEL

New Delhi, the 9th September, 2003

S.O. 2640.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Steel number S.O. 903 dated the 25th April, 2001, except as respect things done or omitted to be done before such supersession, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of Gazetted Officer of Government of India to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the Table.

TABLE

Address and designation of the Officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Chief (Personnel), Manganese Ore (India)	All premises belonging to or taken on lease by Manganese

(1)	(2)
Limited, 3-Mount Road, Nagpur.	Ore (India) Limited situated in, Balaghat District of Madhya Pradesh, Nagpur and Bhandara Districts of Maharashtra and Adilabad District of Andhra Pradesh.

[No. 1(2)/2001-RM.II]

I. D. SHARMA, Under Secy.

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 अगस्त, 2003

का०आ० 2641.—तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) के खण्ड (सी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उस अवधि तक जो उनके नामों के सामने दर्शायी गयी है या अगले आदेशों तक जो पहले प्रभावी हो निम्नलिखित अधिकारियों को तेल उद्योग विकास बोर्ड के सदस्यों के रूप में नियुक्त/पुनः नियुक्त करती है :

से	तक
1. श्री बी. के दास, अपर सचिव	13-8-2003 12-8-2005 एवं वित्तीय सलाहकार
	पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय
2. श्री विनय कोहली, सचिव	29-8-2003 28-8-2005 रसायन एवं पेट्रो० रसायन विभाग
3. श्री पौ. बैनर्जी, अध्यक्ष एवं	28-8-2003 27-8-2005 प्रबंध निदेशक, गेल

[सं. जी. 35012/2/91-वित्त-II]

ए. के. मारवाह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th August, 2003

S.O. 2641.—In exercise of the powers conferred by Clause (C) of Sub-section (3) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints/re-appoints the following officers as Members of the Oil Industry Development Board for the period shown against their names or until further orders, whichever is earlier:

From	To
1. Shri B.K. Das, AS&FA, MOP&NG	13-8-2003 12-8-2005

1	2	3	4
2.	Shri Vinay Kohli, Secretary, Deptt. Of C&PC	29-8-2003	28-8-2005
3.	Shri P. Banerjee, C&MD, GAIL	28-8-2003	27-8-2005

[No. G. 35012/2/91-Fin-II]

A.K. MARWAHA, Under Secy.

नई दिल्ली, 10 सितम्बर, 2003

का०आ० 2642.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से कोयली तक पेट्रोलियम (अपरिष्कृत) के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “सलाया मथुरा पाइपलाइन प्रणाली” के विरमगाम-कोहली सेक्शन के कार्यान्वयन के लिए एक पाइपलाइन बिछाई जानी चाहिए ;

और भारत के राजपत्र भाग-II खण्ड-3, उपखण्ड (ii) तारीख 2 मार्च, 2002 में भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ. 692 तारीख 28 फरवरी, 2002 द्वारा प्रकाशित उस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग का अधिकार अर्जित करने के लिए अपने आशय की घोषणा की थी ;

और, केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह प्रतीत होता है कि इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है :

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री आर. एम. पंड्या, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पाइपलाइन प्रभाग, पो. बा. सं. 4, डाकधर-विरमगाम, जिला अहमदाबाद, गुजरात—382150 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तालुका: आणंद	जिला : आणंद	राज्य : गुजरात
क्षेत्रफल		

गाँव का नाम	सर्वे संख्या	उप-खण्ड	हेक्टर	एकर	वर्ग मीटर
संख्या					

1	2	3	4	5	6
करमसद	1227		0	00	83

[फा. सं. आर. 25011/7/2002-ओ आर-I]
रेणुका कुमार, अवर सचिव

New Delhi, the 10th September, 2003

S.O. 2642.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum (crude) from Viramgam to Koyali in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited for implementing the “Viramgam-Koyali, section of Salaya-Mathura pipeline System”;

And whereas the Government of India in the Ministry of Petroleum & Natural Gas published vide notification number S.O. 692 dated 28th February, 2002 in the Gazette of India Part II, Section-3, Sub-Section (ii) dated 2nd March, 2002 declaring its intention to acquire the right of user in the land described in the schedule to that notification for the purpose of laying pipeline.

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri R.M. Pandya, Competent Authority, Indian Oil Corporation Limited, (Pipelines Division), P.B. No. 4, P.O. Viramgam, Distt. Ahmedabad, Gujarat-382150.

SCHEDEULE

Taluka : Anand District : Anand State : Gujarat

Area

Name of Survey No.	Sub-Division No.	Hectare	Arc	Sq. Mtr.	
1	2	3	4	5	6
KARAMSAD	1227		0	00	83

[F. No. R-25011/7/2002-OR-I]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 10 सितम्बर, 2003

क्रा० आ० 2643.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कलोल से सोभासाना (महेसाना) पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा अतिरिक्त पाइपलाइन बिछाने और सहयुक्त सुविधाओं की व्यवस्था के साथ एक पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिस के भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से मंत्रालय अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, फेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

ओई एम्पिक्ट, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तात्काल में जिसकी उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इवकीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाया जाने के संबंध में, सक्षम प्रधिकारी, गेल (इण्डिया) लिमिटेड, दर्शन विलिंडंग, आर० सी० दत्त रोड, अल्कामुरी, वडोदरा-390 005 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे	उ. का. अ. के नंबर	लिए अर्जित की जाने वाली भूमि (हेक्टेयर में)
------	-------	------	-------	-------------------	---

1	2	3	4	5
महेसाना	कलोल	2-घानज	3	0-35-20
			545	0-19-28
			543	0-07-49
		कारट्रेक	0-00-87	
		546	0-09-96	
		केनाल	0-04-71	
		538	0-17-14	
		541	0-11-22	
		514	0-12-15	
		कुल	01-18-02	

महेसाना	कलोल	4 : बोरीसाना	229	0-10-96
			231	0-05-54
			233	0-36-52

1	2	3	4	5
महेसाना	कलोल	4 : बोरीसाना	232	0-14-83
			246	0-17-76
			247	0-07-86
			144	0-06-31
			243	0-14-06
		कारट्रेक	0-00-80	
		320	0-17-93	
		321	0-10-18	
		323	0-06-32	
		322	0-07-09	
		कारट्रेक	0-00-80	
		328	0-09-41	
		330	0-03-48	
		329	0-12-51	
		331	0-01-08	
		332	0-21-80	
		336	0-00-60	
		339	0-00-36	
		355	0-09-41	
		340	0-00-76	
		354	0-11-73	
		353	0-09-41	
		352	0-08-64	
		351	0-05-54	
		350	0-00-92	
		365	0-07-09	
		349	0-13-28	
		346	0-21-03	
		347	0-09-41	
		392	0-00-60	
		393	0-07-09	
		कारट्रेक	0-05-54	
		383/पैकी	0-15-31	
		393/पैकी	0-12-51	
		497	0-15-16	
		496	0-02-12	
		467	0-06-31	
		468	0-15-61	
		469	0-20-25	
		470	0-24-13	
		464	0-00-44	
		केनाल	0-06-97	
		गवर्मेन्ट-	0-03-99	
		लैन्ड		
		616	0-09-41	

1	2	3	4	5	1	2	3	4	5
महेसाणा	कलोल	4 : बोरीसाणा	617	0-11-73	महेसाणा	कड़ी	10 : चडासन	66	0-01-57
		(जारी)	618	0-00-28			(जारी)	68	0-25-47
		कारट्रेक		0-00-80				71	0-09-96
			694	0-00-84				72	0-23-42
			693	0-07-86				70	0-23-42
			692	0-14-83				98	0-15-85
			691	0-06-31				97	0-00-60
			रोड	0-04-80				96	0-08-29
			640	0-16-38				95	0-12-48
			688	0-02-00				94	0-14-14
			689	0-10-40				कारट्रेक	0-00-80
			719	0-06-13				107	0-30-15
			719/पैकी	0-39-58				109	0-00-59
			कारट्रेक	0-00-80				110	0-29-30
			791	0-03-79				कारट्रेक	0-00-60
			790	0-19-66				167	0-15-80
			723	0-07-33				165	0-00-10
			789	0-47-73				166	0-30-15
			798	0-12-42				148	0-08-29
			796	0-14-49				149	0-18-37
			कारट्रेक	0-03-90				150	0-16-69
			959	0-13-23				154	0-01-35
			960	0-14-06				155	0-31-19
			961	0-16-56				कारट्रेक	0-00-60
			962	0-20-33				213	0-29-30
			977	0-16-96				214	0-18-39
			978	0-04-77				कारट्रेक	0-00-80
			कुल	07-66-24				231	0-20-06
								229	0-11-75
महेसाणा	कड़ी	9 : अंबाघपुरा	171	0-05-25				228	0-25-95
			172	0-15-32				कारट्रेक	0-00-60.4
			173	0-07-57				238	0-46-64
			174	0-00-10.8				कारट्रेक	0-00-60
			179	0-12-22				248	0-23-63
			178	0-11-44				246	0-23-63
			180	0-00-08				ड्रेन	0-04-55
			177	0-07-56				263	0-05-10
			184	0-05-24				264	0-64-01
			कारट्रेक	0-00-80				265	0-25-66
			कुल	0-65-59				कुल	06-67-78
		10 : चडासन	62/1	0-03-70					
			61	0-11-65					
			कारट्रेक	0-00-80					
			67	0-13-78					
						11 : राजपुर			
							961	0-08-49	
							962	0-40-72	
							964	0-19-25	

1	2	3	4	5	1	2	3	4	5
महेसाणा	कडी	11 : राजपुर (जारी)	1242 1243 1244 1246 1249 1251 1252 1254 रोड 1702 1487 1488 1493 1494 1502	0-00-64 0-13-23 0-14-74 0-11-67 0-17-82 0-16-28 0-11-67 0-09-36 0-01-68 0-00-22 0-07-83 0-27-83 0-46-59 0-03-95 0-23-33	महेसाणा	कडी	14 : डांगरवा	1236 1280 1281 1282 कारद्रेक 1283 1299 1298 1295 1291 1292 1347 1348 1350 1351	0-08-48 0-42-29 0-31-55 0-20-01 0-00-60 0-10-93 0-06-29 0-30-40 0-16-71 0-01-00 0-33-72 0-13-29 0-17-93 0-18-70 0-05-50
		कुल	02-75-30					1352 1550 1551 1554 1552 1553 कारद्रेक 1610 1609 1600 1601 1598 1599 1597 1594 1595 कारद्रेक कुल	0-21-80 0-09-40 0-00-40 0-31-94 0-00-35 0-19-50 0-01-00 0-31-90 0-21-80 0-17-15 0-00-88 0-20-29 0-00-23 0-05-51 0-21-65 0-12-51 0-00-80 04-74-51
		12 : घुमासण	272 273 276/पैकी 277/पैकी 319/1 359 360 361/-2 कारद्रेक 403 320 321 325 327 326 कारद्रेक 344 345 348 349 351	0-07-08 0-20-15 0-15-53 0-17-84 0-41-65 0-08-49 0-20-01 0-33-08 0-01-00 0-60-35 0-20-01 0-25-38 0-17-70 0-08-48 0-26-13 0-01-00 0-25-40 0-27-71 0-01-06 0-27-72 0-25-39			15 : आणंदपुरा	249 251 250 256 263 262 261 260 रोड 298 299	0-23-39 0-08-47 0-10-93 0-09-43 0-02-71 0-09-45 0-10-17 0-29-97 0-04-50 0-22-47 0-23-91
		13 : चांदरडा	185 186 कारद्रेक कुल	0-21-33 0-03-68 0-00-80 0-25-81					

1	2	3	4	5	1	2	3	4	5
महेसाणा	कड़ी	15 : आणंदपुरा	कारट्रेक	0-00-80	महेसाणा	कड़ी	17 : कोयल	471	0-14-98.2
			264	0-01-18				470	0-28-09
			252	0-13-00				कारट्रेक	0-00-80
			265	0-00-40				633	0-12-64
			कुल	01-70-38				634	0-08-78
		16 : नंदासाण	1340	0-33-48				635	0-09-55
			1341	0-23-18				638	0-14-19
			1342	0-00-90				636	0-26-56
			कुल	0-57-56				627	0-00-40
		17 : कोयल	358	0-12-94				626	0-11-37
			360	0-04-89				636	0-04-83
			361	0-26-83				625	0-03-36
			364	0-00-36				650	0-09-18
			363	0-18-06				651	0-06-28
			381	0-42-26				652	0-26-64
			380	0-18-79				655	0-31-75
			379	0-06-87				कारट्रेक	0-00-80
			कारट्रेक	0-00-80				658	0-04-10.4
			388	0-11-48				659	0-20-10
			387	0-81-13				कारट्रेक	0-01-00
			384	0-31-22				688	0-29-98
			कारट्रेक	0-00-80				654/1	0-02-63
			414	0-23-25				689	0-02-64
			422	0-33-25				687	0-07-43
			418	0-07-82				686	0-25-00
			421	0-13-67				697	0-10-49
			420	0-05-86				698	0-18-89
			423	0-09-57				699	0-15-08
			427	0-54-48				700	0-08-97
			कारट्रेक	0-00-80				707	0-14-32
			451	0-20-98				703	0-33-39
			452	0-02-18				कारट्रेक	0-01-02
			454	0-25-37				कुल	08-73-34
			456	0-20-26				139	0-08-49
			457	0-00-26				138	0-25-36
			484	0-00-48				141	0-26-88
			485	0-12-46				142	0-23-79
			482	0-00-98				कारट्रेक	0-01-00
			483	0-12-21				143	0-00-21
			478	0-26-84				130	0-34-52
			479	0-04-79				124	0-25-62
			कारट्रेक	0-00-80				123	0-20-24
			472	0-14-91				कारट्रेक	0-00-80
					18 : मंडाली				

1	2	3	4	5	1	2	3	4	5
महेसाणा	कडी	18 : मंडाली	82	0-23-32	महेसाणा	कडी	19 : आंबली-		
			81	0-31-76			यासण	455	0-06-64
			356	0-23-32				496	0-14-45
			68	0-19-29				497	0-10-54
			70	0-21-74				रस्तो	0-00-80
			71	0-00-16				498	0-17-56
			36	0-38-76				503	0-08-98
			कारट्रेक	0-00-80				504	0-11-34
			58	0-00-72				कुल	03-46-89
			37/व	0-15-47			20 : धोलासन	399	0-12-89
			57	0-10-06				400	0-28-50
			34	0-33-49				401	0-07-42
			कारट्रेक	0-00-80				396	0-06-64
			53	0-00-72				403	0-40-78
			52	0-06-91				404	0-10-54
			51	0-15-03				405	0-10-54
			49	0-10-06				409	0-10-54
			50	0-19-87				405	0-22-25
			कुल	04-39-19				407	0-35-52
		19 : आंबली-						कारट्रेक	0-00-80
		यासण	339	0-03-06				421	0-25-33
			340	0-14-73				428	0-28-21
			341	0-26-08				423	0-25-33
			342	0-66-46				424	0-15-24
			309	0-21-12				425	0-12-91
			कारट्रेक	0-02-00				कारट्रेक	0-00-80
			310	0-00-40				462	0-12-13
			कारट्रेक	0-01-00				463	0-10-58
			368	0-15-45				कारट्रेक	0-00-60
			371	0-00-16				544	0-26-00
			369	0-05-18				545	0-02-40
			379	0-20-69				कारट्रेक	0-00-60
			378	0-07-42				551	0-28-44
			कारट्रेक	0-00-40				550	0-01-60
			415	0-23-08				561	0-14-46
			417	0-06-64				556	0-24-56
			418	0-11-34				557	0-08-25
			423	0-05-48				558	0-05-92
			422	0-06-67				कारट्रेक	0-06-60
			रस्तो	0-01-00				8	0-14-46
			450	0-18-27				9	0-28-04
			451	0-00-80				11	0-29-77
			452	0-19-15				10	0-28-99

1	2	3	4	5	1	2	3	4	5
महेसाणा	महेसाणा	20 : धोलासन	कारट्रेक	0-00-60	महेसाणा	महेसाणा	21 : डीटासन	21	0-33-20
				25		0-29-77		20	0-21-14
				26		0-13-68		19	0-21-14
				28		0-08-25		कुल	04-03-32
				30		0-03-59			
				31		0-04-39	22 : जगुदन	647	0-17-68
			कारट्रेक	0-00-80				644	0-13-61
				33		0-16-10		642	0-16-87
				34		0-09-96		632	0-28-19
				42		0-09-19		623	0-14-68
				43		0-08-65		624	0-10-86
				49		0-00-39		618	0-11-43
				51		0-27-54		600	0-17-96
				52		0-19-90		616	0-02-38
				59		0-20-66		604	0-26-75
				60		0-13-78		रोड	0-03-82
			कारट्रेक	0-00-60				535	0-17-18
				54		0-00-35		534	0-09-83
				79		0-06-40		526	0-00-40
				69		0-35-18		536	0-05-41
			कुल	07-67-42.8				533	0-12-04
महेसाणा	महेसाणा	21 : डीटासन	74/2	0-10-84				532	0-06-88
			कारट्रेक	0-00-80				531	0-00-99
				73		0-22-96	कारट्रेक	0-00-60	
				69		0-07-66		529	0-00-80
				70		0-21-46		530	0-15-43
				60		0-15-57		512	0-35-56
			रेलवे	0-07-07				561	0-10-08
				38		0-20-76		562	0-03-68
				39		0-16-68	कारट्रेक	0-00-80	
				40		0-22-59		565	0-00-60
				41		0-34-42		505	0-17-18
				30		0-41-08		503	0-04-03
				29		0-09-28		501	0-14-03
				27		0-18-15	रोड	0-04-02	
				25		0-00-20	कारट्रेक	0-01-55	
				28		0-02-02		1050/2	0-17-16
				26		0-38-53		1092	0-09-38
			कारट्रेक	0-00-53				1091	0-21-07
			कारट्रेक	0-01-92				1112	0-11-70
				24		0-08-08		1116	0-17-17
				23		0-05-54		1117	0-14-05
				22		0-21-50		1118	0-19-51

1	2	3	4	5
महेसाणा	महेसाणा	22 : जगुदन	1138	0-12-48
			1137	0-09-37
			1136	0-12-48
		कारट्रैक	0-03-11	
		1134	0-05-47	
		48	0-05-47	
		51	0-00-09-4	
		50	0-83-64	
		कारट्रैक	0-01-00	
		1111	0-08-00	
		कुल	05-89-87.4	
23 : पुनासन		345	0-25-68	
			0-12-73	
		351	0-26-46	
		330	0-00-88	
		329	0-21-70	
		332	0-11-96	
		कारट्रैक	0-00-60	
		242	0-42-91	
		241	0-24-10	
		रोड	0-01-32	
		230	0-00-40	
		227	0-31-69	
		228	0-07-61	
		225	0-09-47	
		कारट्रैक	0-00-60	
		185	0-10-52	
		184	0-09-78	
		183	0-09-05	
		कारट्रैक	0-00-80	
		242	0-11-59	
		180	0-00-60	
		181	0-09-00	
		कारट्रैक	0-00-80	
		177	0-11-26	
		178	0-08-30	
		179	0-08-99	
		146/ए	0-01-00	
		कुल	03-00-06.6	

[फा० सं० एल-14014/40/03-जी० पी०]

स्वामी सिंह, निदेशक

New Delhi, the 10th September, 2003

S.O. 2643.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas from Kalol to Sobhasana (Mehesana) pipeline project in the State of Gujarat, a pipeline with provision of laying additional pipelines and associated facilities should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, GAIL (India) Limited, Darpan Building, R.C. Dutt Road, Alkapuri, Vadodara-390 005 (Gujarat).

SCHEDULE

Distt.	Tehsil	Village	Survey	Land to
			No./ Block No.	be acquired for R.O.U. in Hectares
1	2	3	4	5
Mehesana	Kalol	2 : Dhanoj	3	0-35-20
			545	0-19-28
			543	0-07-49
			Car Track	0-00-87
			546	0-09-96
			Canal	0-04-71
			538	0-17-14
			541	0-11-22
			514	0-12-15
			Total	01-18-02
		4 : Borisana	229	0-10-96
			231	0-05-54
			233	0-36-52
			232	0-14-83
			246	0-17-16

1	2	3	4	5	1	2	3	4	5
Mehesana	Kalol	4 : Borisana	247	0-07-86	Mehesana	Kalol	4 : Borisana	Car Track	0-00-80
			144	0-06-31				694	0-00-84
			243	0-14-06				693	0-07-86
			Car Track	0-00-80				692	0-14-83
			320	0-17-93				691	0-06-31
			321	0-10-18				Road	0-04-80
			323	0-06-32				640	0-16-38
			322	0-07-09				688	0-02-00
			Car Track	0-00-80				689	0-10-40
			328	0-09-41				719	0-06-13
			330	0-03-48				719/P	0-39-58
			329	0-12-51				Car Track	0-00-80
			331	0-01-08				791	0-03-79
			332	0-21-80				790	0-19-66
			336	0-00-60				723	0-07-33
			339	0-00-36				789	0-47-73
			355	0-09-41				798	0-12-42
			340	0-00-76				796	0-14-49
			354	0-11-73				Car Track	0-03-90
			353	0-09-41				959	0-13-23
			352	0-08-64				960	0-14-06
			351	0-05-54				961	0-16-56
			350	0-00-92				962	0-20-33
			365	0-07-09				977	0-16-96
			349	0-13-28				978	0-04-77
			346	0-21-03	9-Ambava-pura			Total	07-66-24
			347	0-09-41				171	0-05-25
			392	0-00-60				172	0-15-32
			393	0-07-09				173	0-07-57
			Car Track	0-05-54				174	0-00-10.8
			393/P	0-15-31				179	0-12-22
			393/P	0-12-51				178	0-11-44
			497	0-15-16				180	0-00-08
			496	0-02-12				177	0-07-56
			467	0-06-31				184	0-05-24
			468	0-15-61				Car Track	0-00-80
			469	0-20-25				Total	0-65-59
			470	0-24-13	*10 : Chadasan				
			464	0-00-44				62/1	0-03-70
			Canal	0-06-97				61	0-11-65
			Govt.	0-03-99				Car Track	0-00-80
			Land					67	0-13-78
			616	0-09-41				66	0-01-57
			617	0-11-73				68	0-25-47
			618	0-00-28				71	0-09-96

1	2	3	4	5	1	2	3	4	5
Mehesana	Kadi	10 : Chadasan	72	0-23-42	Mehesana	Kadi	11 : Rajpur	1249	0-17-82
			70	0-23-42				1251	0-16-28
			98	0-15-85				1252	0-11-67
			97	0-00-60				1254	0-09-36
			76	0-08-29				Road	0-01-68
			95	0-12-48				1702	0-00-22
			94	0-14-14				1487	0-07-83
		Car Track		0-00-80				1488	0-27-83
			107	0-30-15				1493	0-46-59
			109	0-00-59				1494	0-03-95
			110	0-29-30				1502	0-23-33
		Car Track		0-00-60				Total	02-75-30
			167	0-15-80					
			165	0-00-10	12 : Ghuma-	san	272	0-07-08	
			166	0-30-15			273	0-20-15	
			148	0-08-29			276/P	0-15-53	
			149	0-18-37			277/P	0-17-84	
			150	0-16-69			319/1	0-41-65	
			154	0-01-35			359	0-08-49	
			155	0-31-19			360	0-20-01	
		Car Track		0-00-60			361/-2	0-33-08	
			213	0-29-30			Car Track	0-01-00	
			214	0-18-39			403	0-60-35	
		Car Track		0-00-80			320	0-20-01	
			231	0-20-06			321	0-25-38	
			229	0-11-75			325	0-17-70	
			228	0-25-95			327	0-08-48	
		Car Track		0-00-60.4			326	0-26-13	
			238	0-46-64			Car Track	0-01-00	
		Car Track		0-00-60			344	0-25-40	
			248	0-23-63			345	0-27-71	
			246	0-23-63			348	0-01-06	
		Drain		0-04-55			349	0-27-72	
			263	0-05-10			351	0-25-39	
			264	0-64-01			Total	04-53-56	
			265	0-25-66	13 : Chandarda	185	0-21-33		
		Total		06-67-78			186	0-03-68	
		11 : Rajpur	961	0-08-49			Car Track	0-00-80	
			962	0-40-72			Total	0-25-81	
			964	0-19-25	14 : Dargarwa	1236	0-08-48		
			1242	0-00-64			1280	0-42-29	
			1243	0-13-23			1281	0-31-55	
			1244	0-14-74			1282	0-20-01	
			1246	0-11-67			Car Track	0-00-60	

1	2	3	4	5	1	2	3	4	5
Mehesana	Kadi	14 : Dargarwa	1283	0-10-93	Mehesana	Kadi	15 : Anand-Pura	265	0-00-40
			1299	0-06-29			Total	01-70-38	
			1298	0-30-40			16 : Nandasan	1340	0-33-48
			1295	0-16-71				1341	0-23-18
			1291	0-01-00				1342	0-00-90
			1292	0-33-72			Total	0-57-56	
			1347	0-13-29			17 : Kiyol	358	0-12-94
			1348	0-17-93				360	0-04-89
			1350	0-18-70				361	0-26-83
			1351	0-05-50				364	0-00-36
			1352	0-21-80				363	0-18-06
			1550	0-09-40				381	0-42-26
			1551	0-00-40				380	0-18-79
			1554	0-31-94				379	0-06-87
			1552	0-00-35			Car Track	0-00-80	
			1553	0-19-50				388	0-11-48
		Car Track	0-01-00					387	0-01-13
			1610	0-31-90				384	0-31-22
			1609	0-21-80			Car Track	0-00-80	
			1600	0-17-15				414	0-23-25
			1601	0-00-88				422	0-33-25
			1598	0-20-29				418	0-07-82
			1599	0-00-23				421	0-13-67
			1597	0-05-51				420	0-05-86
			1594	0-21-65				423	0-09-57
			1595	0-12-51				427	0-54-48
		Car Track	0-00-80				Car Track	0-00-80	
			Total	04-74-51				451	0-20-98
								452	0-02-18
		15 : Anand-Pura	249	0-23-39				454	0-25-37
			251	0-08-47				456	0-20-26
			250	0-10-93				457	0-00-26
			256	0-09-43				484	0-00-48
			263	0-02-71				485	0-12-46
			262	0-09-45				482	0-00-98
			261	0-10-17				483	0-12-21
			260	0-29-97				478	0-26-84
		Road	0-04-50					479	0-04-89
			298	0-22-47			Car Track	0-00-80	
			299	0-23-91				472	0-14-91
		Car Track	0-00-80					471	0-14-98.2
			264	0-01-18				470	0-28-09
			252	0-13-80			Car Track	0-00-80	

1	2	3	4	5	1	2	3	4	5
Mehesana	Kadi	17 : Kiyol	633	0-12-64	Mehesana	Kadi	18 : Mandali	71	0-00-16
			634	0-08-78				36	0-38-76
			635	0-09-55				Car Track	0-00-80
			638	0-14-19				58	0-00-72
			636	0-26-56				37/B	0-15-47
			627	0-00-40				57	0-10-06
			626	0-11-37				34	0-33-49
			636	0-04-83				Car Track	0-00-80
			625	0-03-36				53	0-00-72
			650	0-09-18				52	0-06-91
			651	0-06-28				51	0-15-03
			652	0-26-64				49	0-10-06
			655	0-31-75				50	0-19-87
			Car Track	0-00-80				Total	04-39-19
			658	0-04-10.4	19 : Ambali- yasan				
			659	0-20-10				339	0-03-06
			Car Track	0-01-00				340	0-14-73
			688	0-29-98				341	0-26-08
			654/1	0-02-63				342	0-66-46
			689	0-02-64				309	0-21-12
			687	0-07-43				Car Track	0-02-00
			686	0-25-00				310	0-00-40
			697	0-10-49				Car Track	0-01-00
			698	0-18-89				368	0-15-45
			699	0-15-08				371	0-00-16
			700	0-08-97				369	0-05-18
			707	0-14-32				379	0-20-69
			703	0-33-39				378	0-07-42
			Car Track	0-01-02				Car Track	0-00-40
			Total	08-73-34				415	0-23-08
		18 : Mandali	139	0-08-49				417	0-06-64
			138	0-25-36				418	0-11-34
			141	0-26-88				423	0-05-48
			142	0-23-79				422	0-06-67
			Car Track	0-01-00				Road	0-01-00
			143	0-00-21				450	0-18-27
			130	0-34-52				451	0-00-80
			124	0-25-62				452	0-19-15
			123	0-20-24				455	0-06-64
			Car Track	0-00-80				496	0-14-45
			82	0-23-32				497	0-10-54
			81	0-31-76				Road	0-00-80
			356	0-23-32				498	0-17-56
			68	0-19-29				503	0-08-98
			70	0-21-74				504	0-11-34
								Total	03-46-89

1	2	3	4	5	1	2	3	4	5
Mehesana Mehesana 20 : Dhola-					Mehesana Mehesana 20 : Dhola-				
son	399		0-12-89		son	43		0-08-65	
	400		0-28-50			49		0-00-39	
	401		0-07-42			51		0-27-54	
	396		0-06-64			52		0-19-90	
	403		0-40-78			59		0-20-66	
	404		0-10-54			60		0-13-78	
	405		0-10-54			Car Track		0-00-60	
	409		0-10-54			64		0-00-35	
	406		0-22-25			79		0-06-40	
	407		0-35-52			69		0-35-18	
	Car Track		0-00-80			Total		07-67-42.8	
	421		0-25-33			74/2		0-10-84	
	428		0-28-21			Car Track		0-00-80	
	423		0-25-33			73		0-22-96	
	424		0-15-24			69		0-07-66	
	425		0-12-91			70		0-21-46	
	Car Track		0-00-80			60		0-15-57	
	462		0-12-13			Rly.		0-07-07	
	463		0-10-58			38		0-20-76	
	Car Track		0-00-60			39		0-16-68	
	544		0-26-00			40		0-22-59	
	545		0-02-40			41		0-34-42	
	Car Track		0-00-60			30		0-41-08	
	551		0-28-44			29		0-09-28	
	550		0-01-60			27		0-18-15	
	561		0-14-46			25		0-00-20	
	556		0-24-56			28		0-02-02	
	557		0-08-25			26		0-38-53	
	558		0-05-92			Car Track		0-00-63	
	Car Track		0-06-60			Car Track		0-01-92	
	8		0-14-46			24		0-08-08	
	9		0-28-04			23		0-05-64	
	11		0-29-77			22		0-21-50	
	10		0-28-99			21		0-33-20	
	Car Track		0-00-60			20		0-21-14	
	25		0-29-77			19		0-21-14	
	26		0-13-68			Total		04-03-32	
	28		0-08-25			22 : Jagudan		0-17-68	
	30		0-03-59			647		0-13-61	
	31		0-04-39			644		0-16-87	
	Car Track		0-00-80			642		0-28-19	
	33		0-16-10			632		0-14-68	
	34		0-09-96			623		0-10-86	
	42		0-09-19			624		0-11-43	

1	2	3	4	5	1	2	3	4	5
Mehesana	Mehesana	22 : Jagudan	600	0-17-96	Mehesana	Mehesana	22 : Jagudan	1134	0-05-47
		616		0-02-38			48		0-05-47
		604		0-26-75			51		0-00-09.4
	Road		0-03-82				50		0-83-64
		535		0-17-18			Car Track		0-01-00
		534		0-09-83			1111		0-08-00
		526		0-00-40			Total		05-89-87.4
		536		0-05-41	Mehesana	Mehesana	23 : Punasan	345	0-25-68
		533		0-12-04			344		0-12-73
		532		0-06-88			342		0-26-46
		531		0-00-99			330		0-00-88
	Car Track		0-00-60				329		0-21-70
		529		0-00-80			332		0-11-96
		530		0-15-43			Car Track		0-00-60
		512		0-35-56			242		0-42-91
		561		0-10-08			241		0-24-10
		562		0-03-68			Road		0-01-32
		563		0-05-45			230		0-00-40
	Car Track		0-00-80				227		0-31-69
		565		0-00-60			228		0-07-61
		505		0-17-18			225		0-09-47
		503		0-04-70			Car Track		0-00-60
		501		0-14-03			185		0-10-52
	Road		0-04-68				184		0-09-78
		1015		0-14-02			183		0-09-02
	Car Track		0-01-55				Car Track		0-00-80
		1050/2		0-17-16			242		0-11-50
		1092		0-09-38			180		0-00-60
		1091		0-21-07			181		0-09-00
		1112		0-11-70			Car Track		0-00-80
		1116		0-17-17			177		0-11-26
		1117		0-14-05			178		0-08-30
		1118		0-19-51			179		0-08-99
		1138		0-12-48			146/1A		0-01-00
		1137		0-09-37			Total		03.00.06.6
		1136		0-12-48					
	Car Track		0-03-11						

[File No. L-14014/40/03-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 10 सितम्बर, 2003

का.आ. 2644.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कलोल से सोभासाना (महेसाना) पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा अतिरिक्त पाइपलाइनों बिछाने और सहयुक्त सुविधाओं की व्यवस्था के साथ एक पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साथारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, दर्पण बिल्डिंग, आर.सी. दत्त रोड, अल्कापुरी, वडोदरा-390 005 (गुजरात) को लिखित रूप में आक्षय भेज सकेगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नंबर	उ.का.अ. के लिए अर्जित की जाने वाली भूमि (हेक्टेयर में)	1	2	3	4	5
गांधी नगर	कलोल	(1) सईज	1009/1	0-05-00	गांधी नगर	कलोल	(1) सईज	1009/1	0-05-00
			1009/2	0-04-42				1009/2	0-04-42
			1011/2	0-12-22				1011/2	0-12-22
			1011/1	0-06-76				1011/1	0-06-76
			1010	0-10-94				1010	0-10-94
			1024	0-02-00				1024	0-02-00
			1025	0-17-71				1025	0-17-71
			1296	0-28-70				1296	0-28-70
			1304	0-07-80				1304	0-07-80
			1305	0-10-96				1305	0-10-96
			1302	0-07-09				1302	0-07-09
			1371	0-13-28				1371	0-13-28
			1370	0-10-18				1370	0-10-18
			कारट्रेक	0-00-80				कारट्रेक	0-00-80
			1372	0-21-03				1372	0-21-03
			कारट्रेक	0-00-80				कारट्रेक	0-00-80
			1035	0-23-39				1035	0-23-39

गांधी नगर	कलोल	(1) सईज	1	2	3	4	5
			1036	0-23-40			
			1038	0-00-97			
			1032/4	0-39-27			
			1269	0-02-00			
			1268	0-20-00			
			1267	0-60-50			
			1274	0-08-50			
			1273	0-10-50			
			1275	0-20-00			
			1265	0-07-50			
			1268/2	0-10-00			
			1276	0-07-50			
			रस्ता	0-04-00			
			कारट्रेक	0-01-00			
			1319	0-01-00			
			1318	0-15-00			
			1316/1	0-12-50			
			1290	0-02-00			
			1321	0-11-50			
			1291	0-00-75			
			1264	0-00-80			
			कुल	0-03-77			
			3: पलसाणा	220	0-00-77		
				219	0-13-41		
				218	0-02-75		
				165	0-08-42		
				165/पैकी	0-17-00		
				166	0-09-50		
				167	0-10-00		
				154	0-08-00		
				155	0-11-50		
				156	0-04-00		
				142	0-10-00		
				143	0-10-00		
				145	0-05-10		
				138	0-03-00		
				133	0-50-00		
				137	0-02-00		
				134	0-08-50		
				141	0-06-40		
				कुल	01-35-45		
				5:प्रतापपुरा	117	0-36-15	
					115	0-04-14	

1	2	3	4	5	1	2	3	4	5
गांधी नगर	कलोल	5 : प्रतापपुरा	116	0-14-01	गांधी नगर	कलोल	6: कलोल	884	0-22-55
			107	0-13-00				885	0-20-27
			106	0-07-71				कारट्रेक	0-00-80
			105	0-20-58				892	0-09-40
			100	0-18-35				891	0-15-72
			99/2	0-00-80				893	0-17-00
			कारट्रेक	0-00-70				कारट्रेक	0-04-7.09
			100					621	0-21-40
			100/पैकी	0-09-86				622	0-18-60
			ड्रेइन	0-07-00				627	0-18-60
			90	0-14-86				626	0-10-20
			89	0-30-58				कुल	03-37-35.9
			5	0-51-31	7: छत्ताल	690		690	0-68-24
			कारट्रेक	0-00-64				689	0-16-59
			8	0-20-58				688	0-87-43
			11	0-24-15				687	0-20-45
			12	0-21-29				686	0-14-28
			17/1	0-19-14				685	0-08-I0
			17/2	0-24-86				683	0-16-56
			48	0-09-14				681	0-24-34
			19/3	0-16-29				667	0-20-76.2
			19/2	0-16-29				676	0-02-09
			19/1	0-18-15				रस्तो	0-00-80
			21	0-12-71				673	0-15-00
			20	0-01-00				रेलवे	0-04-72
			रोड	0-01-20				608	0-17-83
			कुल	04-04-49				ड्रेइन	0-01-79
								500	0-00-58
	6: कलोल	626	0-04-84					500	0-00-58
		632	0-25-35					501	0-33-29.4
		कारट्रेक	0-00-80					502	0-02-98
		833	0-07-88					502/पैकी	0-03-70
		रोड	0-04-80					510/2	0-01-I8.4
		832	0-15-48					510/1	0-15-13
		831	0-07-88					509	0-07-51
		820	0-26-11					हाइवे	0-14-37
		822/1						509	0-13-28.4
		822/2	0-22-55					510	0-12-46
		813	0-29-15					510/पैकी	0-03-98
		कारट्रेक	0-00-80					कारट्रेक	0-00-80
		814	0-02-69					451	0-10-36
		859	0-17-82					452	0-29-51
		861	0-05-60					440	0-31-96
		860	0-06-36					रोड	0-02-38.6
								593	0-15-79.6

1	2	3	4	5
गांधी नगर	कलोल	7: छत्राल	437	0-27-50
			436	0-11-70
			103	0-30-86
			258	0-00-30
			रोड	0-01-00
			180	0-01-00
			181	0-28-50
			182	0-03-50
			177	0-25-50
			174	0-02-50
			176	0-05-00
			कारट्रेक	0-01-80
			171	0-12-50
			172	0-02-50
			170	0-11-50
			169	0-07-50.8
			211	0-11-34
			215	0-17-50
			216	0-11-50
			कारट्रेक	0-00-80
			145	0-13-50
			234	0-12-50
			234/पैकी	0-22-55
			236	0-00-48
			238	0-00-60
			237	0-17-80
			239	0-05-29
			241	0-26-94
			242	0-00-60
			243	0-00-48
			245	0-02-42
			244	0-20-39
			246	0-01-70
			कारट्रेक	0-01-40
			127	0-14-27
			126	0-21-26
			125	0-00-20
			कारट्रेक	0-00-60.2
			255	0-40-96
			259	0-41-68
			कुल	09-78-04.6

1	2	3	4	5
गांधीनगर	कलोल	8:बडवा-	256	0-11-44
		स्वामी	257	0-13-75
			258	0-27-74
			कुल	0-52-93

[फाइल सं. एल-14014/40/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 10th September, 2003

S.O. 2644.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas from Kalol to Sobhasana (Mechesana) pipeline Project in the State of Gujarat, a pipeline with provision of laying additional pipelines and associated facilities should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one-days from the date on which the copies of the notification issued under Sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, GAIL (India) Limited, Darpan Building, R.C. Dutt Road, Alkapuri, Vadodara-390005 (Gujarat).

SCHEDEULE

Dist.	Tehsil	Village	Survey	Land to be
			No./ Block	acquired for R.O.U. in Hectares
1	2	3	4	5
Gandhi-nagar	Kalol	(1) Sajj	1009/1	0-05-00
			1009/2	0-04-42
			1011/2	0-12-22
			1011/1	0-06-76
			1010	0-10-94
			1024	0-02-00

1	2	3	4	5	1	2	3	4	5
Gandhi-	Kalol (1) Saij		1025	0-17-71	Gandhi-	Kalol (3) Palsana		145	0-05-10
Nagar			1296	0-28-70	Nagar			138	0-03-00
			1304	0-07-80				133	0-05-00
			1305	0-10-96				137	0-02-00
			1302	0-07-09				134	0-08-50
			1371	0-13-28				141	0-06-40
			1370	0-10-18				Total :	01-35-45
	Cart Track		0-00-80		Kalol (5) Pratap-			117	0-36-15
			1372	0-21-03	pura			115	0-04-14
	Cart Track		0-00-80					116	0-14-01
			1035	0-23-39				107	0-13-00
			1036	0-23-40				106	0-07-71
			1038	0-00-97				105	0-20-58
			1032/4	0-39-27				100	0-18-35
			1269	0-02-00				99/2	0-00-80
			1268	0-20-00				Cart Track	0-00-70
			1267	0-60-50				100/P	
			1274	0-08-50				100	0-09-86
			1273	0-10-50				Drain	0-07-00
			1275	0-20-00				90	0-14-86
			1265	0-07-50				89	0-30-58
			1268/2	0-10-00				5	0-51-31
			1276	0-07-50				Cart Track	0-00-64
	Road		0-04-00					8	0-20-58
			Cart Track	0-01-00				11	0-24-15
			1319	0-01-00				12	0-21-29
			1318	0-15-00				17/1	0-09-14
			1316/1	0-12-50				17/2	0-24-86
			1290	0-02-00				48	0-09-14
			1321	0-11-50				19/3	0-16-29
			1291	0-00-75				19/2	0-16-29
			1264	0-00-80				19/1	0-18-15
			Total :	03-77-72				21	0-12-71
	Kalol (3) Palsana		220	0-00-77				20	0-01-00
			219	0-13-41				Road	0-01-20
			218	0-02-75				Total :	04-04-49
			165	0-08-42	Kalol (6)	Kalol		626	0-04-84
			165/P	0-17-00				632	0-25-35
			166	0-09-50				Cart Track	0-00-80
			167	0-10-00				833	0-07-88
			154	0-08-00				Road	0-04-80
			155	0-11-50				832	0-15-48
			156	0-04-00				831	0-07-88
			142	0-10-00				820	0-26-11
			143	0-10-00				822/1	

1	2	3	4	5	1	2	3	4	5
Gandhi-	Kalol(6)	Kalol	822/2	0-22-55	Gandhi-	Kalol (7)	Chhatral	510/P	0-03-98
Nagar			813	0-29-15	Nagar			Cart Track	0-00-80
			Cart Track	0-00-80				451	0-10-36
			814	0-02-69				452	0-29-51
			859	0-17-82				440	0-31-96
			861	0-05-60			Road	0-02-38.6	
			860	0-06-36				593	0-15-79.6
			884	0-22-55				437	0-27-50
			885	0-20-27				436	0-11-70
			Cart Track	0-00-80				103	0-30-86
			892	0-09-40				258	0-00-30
			891	0-15-72			Road	0-01-00	
			893	0-17-00				180	0-01-00
			Cart Track	0-04-7.09				181	0-28-50
			621	0-21-40				182	0-03-50
			622	0-18-60				177	0-25-50
			627	0-18-60				174	0-02-50
			626	0-10-20				176	0-05-00
		Total :	03-37-35.9						
	Kalol(7)	Chhatral	690	0-68-24			Cart Track	0-01-80	
			789	0-16-59				171	0-12-50
			688	0-87-43				172	0-02-50
			687	0-20-45				170	0-11-50
			686	0-14-28				169	0-07-50.8
			685	0-08-10				211	0-11-34
			683	0-16-56				215	0-17-50
			681	0-24-34				216	0-11-50
			667	0-20-76.2			Cart Track	0-00-80	
			676	0-02-09				145	0-13-50
		Road	0-00-80					234	0-12-50
			673	0-15-00				234/P	0-22-55
			Railway	0-04-72				236	0-00-48
			608	0-17-83				238	0-00-60
			Drain	0-01-79				237	0-17-80
			500	0-00-58				239	0-05-29
			501	0-33-29.4				241	0-26-94
			502	0-02-98				242	0-00-60
			502/P	0-03-70				243	0-00-08
			510/2	0-01-18.4				245	0-02-42
			510/1	0-15-13				244	0-20-39
			509	0-07-51					
			H/Way	0-14-37					
			509	0-13-28.4					
			510	0-12-46					

1	2	3	4	5	अनुसूची				
Gandhi-	Kalol (7)	Chhatral	246	0-01-70	जिला	तालुक	गांव	सर्वे नं.	अर्जित क्षेत्रफल (हेक्टेयर में)
Nagar			Cart Track	0-01-40					
			127	0-14-17	पॉन्डिचेरी	कारैकल	.17 थैनानकुटी	145/1	0.02.0 जीपी
			126	0-21-26				145/2	0.32.0
			125	0-00-20				144/2	0.27.5
			Cart Track	0-00-60.2				144/3	0.00.5
			255	0-40-96				138	0.03.5 जीपी
			259	0-41-68				136/2	0.23.0
			Total :	09-78-04.6					
	KaloI(8)	Vadav-	256	0-11-44				135/1	0.25.5
		swami	257	0-13-75				135/2	0.00.5 जीपी
			258	0-27-74				134	0.03.0 जीपी
			Total :	0-52-93					
								कुल	1.17.5
					3 सेधूर			245/1ए	0.10.0
								245/1बी	0.01.5
								245/5	0.00.5 जीपी
								कुल	0.12.0

[File No. L-14014/40/03-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 10 सितम्बर, 2003

का.आ. 2645 (अ).—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पाइण्डिचेरी राज्य में जॉनसन टाईल्स से जीआरएसएल (एस) गैस पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा अतिरिक्त पाइपलाइन बिछाने और सहयुक्त सुविधाओं की व्यवस्था के साथ एक पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, कावेरी परियोजना, 19, पेरूमल पूर्वी गली, नागापट्टनम-611001 (तमिलनाडु) को लिखित रूप में आक्षेप भेज सकेगा।

[फाइल सं. एल-14014/38/03-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 10th September, 2003

S.O. 2645.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas from Johnson Tiles to GRSL(S) gas pipeline Project in the State of Pondicherry, a pipeline with provision of laying additional pipelines and associated facilities should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one-days from the date on which the copies of the notification issued under Sub-

section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the Competent Authority, GAIL (India) Limited, Cauveri Project, 19, Perumal East Street, Nagapattinam-611001 (Tamilnadu)

SCHEDULE

District	Taluk	Village	Survey No.	Area Acquired (In Hect)
Pondicherry	Karaikal	17-Then-nankudy	145/1	0.02.0 GP
			145/2	0.32.0
			144/2	0.27.5
			144/3	0.00.5
			138	0.03.5 GP
			136/2	0.23.0
			135/1	0.25.5
			135/2	0.00.5 GP
			134	0.03.0 GP
			Total	1.17.5
3 Sethur	3 Sethur	245/1A	0.10.0	
			245/1B	0.01.5
			245/5	0.00.5 GP
			Total	0.12.0

[F. No. L-14014/38/2003-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 15 सितम्बर, 2003

का.आ. 2646.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का.50) (जिससे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का. आ. 697, तारीख 11 फरवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, महाराष्ट्र राज्य में गाझीय गैस ग्रिड परियोजना के अधीन दहेज-हजीरा-उरान-धाबोल पाइपलाइन सेक्टर के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा अतिरिक्त पाइपलाइन बिछाने और सहयुक्त सुविधाओं की व्यवस्था के साथ एक पाइपलाइन बिछाने के लिए, उपयोग का अधिकार के अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 30 अक्टूबर, 2002 से 17 दिसम्बर, 2002 को उपलब्ध करा दी गई थी;

और उक्त पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	खसरा नं.	अर्जित क्षेत्रफल (हेक्टेयर में)
रायगढ़	पनवेल	चिखले	74/4 पी	00-08-00
			62/5 पी	00-09-00
विहिवर		68 पी	00-10-00	
			57/1पी	00-01-00
कोलडे	रोड	32 पी	00-01-00	
			33/2 पी	00-15-00
खानव		42/6 पी	00-04-00	
			95 पी	01-51-00

[फा. सं. एल-14014/29/2003-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 15th September, 2003

S.O. 2646.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas Number S.O. 697, dated the 11th February, 2002, issued under Sub-section (1) of Section 3 of the

Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of natural gas through Dahej-Hazira-Uran-Dhabol Pipeline Sector under National Gas Grid Project in the State of Maharashtra, a pipeline with provision of laying additional pipelines and associated facilities should be laid by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 30th October, 2002 to 17th December, 2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority, has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipeline and there upon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey Area Acquired No.	(In Hect.)
(1)	(2)	(3)	(4)	(5)
Raigad	Panvel	Chikhale	74/4 P 62/5 P	00-08-00 00-09-00
		Vihighar	68 P 57/1 P	00-10-00 00-01-00
	Kolkhe	ROAD	00-01-00	
	Deravali		32 P	00-01-00

(1)	(2)	(3)	(4)	(5)
			33/2 P 42/6 P	00-15-00 00-04-00
	Khanav		95 P	01-51-00

[F. No. L-14014/29/2003-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 16 सितम्बर, 2003

का.आ. 2647.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस भंत्रालय की अधिसूचना संख्या का. आ. 1149, तारीख 10 अप्रैल, 2003 द्वारा, जो भारत के राजपत्र तारीख 12 अप्रैल, 2003 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुपांगी) द्वारा मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल संस्थापन से पंजाब राज्य में भटिण्डा तक अपरिष्कृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 4 मई, 2003 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो जाने पर कि पाइपलाइन बिछाई जाने के लिए उक्त भूमि अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख पर, केन्द्रीय सरकार में निहित होने के बजाए सभी विलंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुपांगी) में निहित होगा।

अनुसूची				
तहसील : ऐलनाबाद	जिला : सिरसा	राज्य : हरियाणा		
गांव का नाम	हदबंद नं.	खासरा नं.	हिस्सा यदि कोई है	क्षेत्रफल कनाल-मरला
1	2	3	4	5
मिठीसुरेरा	110	256	1	0-8
		264	—	0-8
खारीसुरेरा	111	78/5	2	0-2
		222	—	0-6
		326	—	0-3
		327	—	0-3
मिठनपुर	112	462	1	0-3
ममेरा	131	285	—	0-2
		298	—	0-3
		798	—	0-3
मौजूखेड़ा	132	722	2	0-4

[फाइल नं. आर-31015/50/2001-ओ.आर.-II]

हरीश कुमार, अधिकारी सचिव

New Delhi, the 16th September, 2003

S.O. 2647.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas Number S.O. 1149, dated the 10th April, 2003, published in the Gazette of India, dated the 12th April, 2003 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab through Mundra-Bhatinda Crude Oil Pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas the copies of the said Gazette notification were made available to the public on the 4th May, 2003;

And whereas the competent authority, has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the

said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Tehsil : Ellenabad District : Sirsa State : Haryana

Name of Village	Hadbast No.	Khasra No.	Part Hissa No. (if any)	Extent Kanal-Marla
1	2	3	4	5
Mithisurera	110	256	1	0-8
		264	—	0-8
Kharisurera	111	78/5	2	0-2
		222	—	0-6
		326	—	0-3
		327	—	0-3
Mithanpur	112	462	1	0-3
Mamerा	131	285	—	0-2
		298	—	0-3
		798	—	0-3
Majukhera	132	722	2	0-4

[File No. R-31015/50/2001-OR-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 16 सितम्बर, 2003

का०आ० 2648.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसने इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना

संख्या का० आ० 1148, तारीख 10 अप्रैल, 2003 द्वारा, जो भारत के राजपत्र तारीख 12 अप्रैल, 2003 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुपांगी) द्वारा मुन्द्रा-भटिण्डा अपरिकृत तेल पाइपलाइन के माध्यम से गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिकृत तेल संस्थापन से पंजाब राज्य में भटिण्डा तक अपरिकृत तेल के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए, उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 4 मई, 2003 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो जाने पर कि पाइपलाइन बिछाई जाने के लिए उक्त भूमि अपेक्षित है, उसमें उपयोग के अधि अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख पर, केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुपांगी) में निहित होगा।

अनुसूची

तहसील : ऐलनाबाद	जिला : सिरसा	राज्य : हरियाणा		
गांव का नाम	हदबंद नं.	खसरा नं.	हिस्सा यदि कोई है	क्षेत्रफल कनाल-मरला
1	2	3	4	5
खारीसुरेरा	111	19/25	—	0-2
		34/14	—	0-4

[फाईल नं. आर-31015/50/2001-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 16th September, 2003

S.O. 2648.—Whereas by notification of the Government of India in the Ministry of Petroleum and

Natural Gas Number S.O. 1148, dated the 10th April, 2003, published in the Gazette of India, dated the 12th April, 2003, issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purposes of laying pipeline for transportation of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab through Mundra-Bhatinda Crude Oil Pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas the copies of the said Gazette notification were made available to the public on the 4th May, 2003;

And whereas the competent authority, has under Sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of this declaration, in the Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Tehsil : Ellenabad	District : Sirsa	State : Haryana		
Name of Village	Hadbast No.	Khasra No.	Part Hissa No. (if any)	Extent Kanal-Marla
1	2	3	4	5
Kharisurera	111	19/25	—	0-2
		34/14	—	0-4

[File No. R-31015/50/2001-OR-II]

HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 25 अगस्त, 2003

का. आ. 2649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण नई दिल्ली (संदर्भ संख्या 73/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-8-2003 को प्राप्त हुआ था।

[सं. एल-22013/1/2003-आई. आर.(सी-II)]
एस. एस. गुप्ता, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 25th August, 2003

S.O. 2649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2002) of the Industrial Tribunal-cum-Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 22-08-2003.

[No. L-22013/1/2003-IR(C-II)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
GODAVARIKHANI

PRESENT :

Smt. K. Suvarchala, M. A., B.L., Chairman-cum-Presiding Officer.

Monday, the 28th Day of July, 2003

INDUSTRIAL DISPUTE NO. 73 OF 2002

BETWEEN :

1. Chippa Ramchander, Mining Sirdar, GDK-6B, Incline.
2. Pabbati Laxma Reddy, Mining Sirdar, GDK-5A Incline.
3. B. Kamalakar Rao, Mining Sirdar, GDK-5A Incline, Rep.:—by Sri Ch. Ramaraju, General Secretary, Singareni Coal Belt Employees Union, (E-1774), H. No. T2-1329, Ramalayam Compound, Godavarikhani-505209.
...Petitioners.

AND

The General Manager, M/s. Singareni Collieries Co. Ltd., Ramagundam-1 Divn., Godavarikhani-505209. ...Respondent.

This petition coming before me for filing claim statement, but petitioners called absent and no representation, and having stood over for consideration till this date the court passed the following :—

AWARD

Petitioners called absent. No representation since 5-5-2003. Petition dismissed.

Pronounced by me in the open court on this, the 28th day of July, 2003.

Smt. K. SUVARCHALA, Chairman-cum-Presiding Officer

नई दिल्ली, 25 अगस्त, 2003

का. आ. 2650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में इण्डिया सीमेंट्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 11/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं. एल-29011/80/2001-आई. आर.(विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 25th August, 2003

S.O. 2650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. India Cements Ltd. and their workman, which was received by the Central Government on 13-08-2003.

[No. L-29011/80/2001-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 1st August, 2003

PRESENT :

K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 11/2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10

of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of India Cements Ltd. and their workmen)

BETWEEN :

The General Secretary, : I Party/Claimant
Cement & Quarry Workers
Union, Tirunelveli.

AND

The General Manager, : II Party/
India Cements Ltd.,
Management
Tirunelveli.

APPEARANCE :

For the Claimant : M/s. C. L. Shaji,
T. Justin & S.
Senthil Kumar,
Advocates

For the Management : M/s. S. Jayaraman,
H. Balaji & V. V.
Balasubramanian,
Advocates.

The Govt. of India, Labour Ministry in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-29011/80/2001-IR(M) dated 21-01-2001 for adjudication on the following Schedule :—

"Whether the action of the General Manager, India Cements Ltd., Sankar Nagar in sending S/Sri R. Murugan, N. Krishnan, A. Kulandai Jesu & E. Chellappa on deputation to other units of the management without paying proper TA/DA is legal or justified ? If not, what relief the concerned workmen are entitled to ?"

2. After notices, both the parties appeared through their counsel and filed their Claim Statement and Counter Statement respectively.

3. The case of the 1 Party/Workmen in brief is as follows :—

The Petitioner Union, on behalf of the affected workmen of the Respondent/Management, raised the industrial dispute in the matter of illegal deputation of its workmen. The Respondent/Management introduced voluntary retirement scheme to its workmen on 03-10-1998 to which the Petitioner Union strongly objected and its members refused to opt for it, since they are not willing to go on voluntary retirement scheme. The Respondent imposed vindictive illegal action against the Petitioner Union members and sent them on deputation to various places. Even when the illegal deputation was questioned by the workmen in the concerned forum, the Petitioner/Workmen were deputed second time to different places. Even when the workmen who were transferred

without deputation were given Rs. 55 per day as allowances and which was increased to Rs. 120 from August, 2000. The Petitioner Union's workmen were denied these amounts. Further, no earned leave was granted to these workmen who were sent on deputation. They were put to intolerable sufferings and untold miseries. Hence, the Petitioner questioned the order of deputation on the ground that it is arbitrary and illegal. Furthermore, it is changed the service condition of the workmen and it is unjustifiable. When the first deputation itself was challenged before the concerned authority, the Respondent is not entitled to send the workmen for a second deputation. The workmen were put to sufferings physically, mentally and economically due to this illegal order of deputation. Hence, the Petitioner Union prays to set aside the orders of illegal deputation.

4. The Respondent in its Counter Statement contended that the reference is incompetent and therefore, the claim is liable to be rejected. Since the Respondent/Management has started a new project at Trichy and other places, this Respondent has initially deputed excess manpower from the Sankarnagar project to various places and they were allowed to draw advance and further allowed to one time TA/DA for all. Further, to mitigate the hardships during the deputation, hardship allowance of Rs. 500 per month was also offered to all the deputed employees. Thus, the Respondent/Management deputed 28 persons and out of these, four employees namely the persons of Petitioner Union have raised disputes with regard to that. As per the Travelling rules of the Respondent, the deputed employees will be allowed full time allowance for first 15 days and if the deputation is more than 30 days, for the next 15 days they are entitled to 50% of full rate of DA and beyond 30 days they are not entitled to any D.A. Only on humanitarian consideration, the Respondent/Management has agreed to pay the hardship allowance to the deputed workmen. The Respondent denies the allegation that it has violated the principles of natural justice. There is no victimisation as alleged by the Petitioner. Hence, the Respondent prays that this claim may be dismissed.

5. The Respondent further contended in the additional Counter Statement that the Petitioner has traversed into details which are not germane to the issue concerned. In the Claim Statement, the Petitioner has questioned the very deputation itself, which is not the subject matter of the consideration in the reference. Therefore, with regard to the TA/DA, the Petitioner's claim has to be rejected. The allegation that the deputation was made with a view to stop the union activities is clearly wrong, hence the Respondent prays that the claim may be rejected.

6. The points for consideration are :—

(i) Whether the action of the Respondent/Management in sending four workmen of the

Petitioner Union on deputation without paying proper TA/DA is legal and justified ?

(ii) To what relief the workmen are entitled ?

Point No. 1

7. In this case, the Petitioner as well as the Respondent has neither examined any witness nor marked any documents before this Court. On behalf of the I Party, the learned counsel for the Petitioner argued that the two issues namely, illegal deputation of the workmen against the standing orders of the Respondent/Management and not providing proper TA/DA to the deputed workmen are clubbed together by the Government and referred to this Tribunal for adjudication. He further argued that the four workmen of the Petitioner Union were working in the Respondent/Management in Sankarnagar in Tirunelveli District and all of a sudden much against their will, they have been deputed to Dalavoi project in Perambalur District on 14-10-1998 and further there is no mention about the duration of the deputation period. The standing order of the Respondent/Management did not permit such deputation and therefore, it is illegal. Further, it changes the service condition of the workmen and as such it is a clear violation of the provisions of the Industrial Disputes Act. 1947.

8. But, on behalf of the Respondent, it is argued that the Petitioner's contention is to be rejected, because the Central Government in the reference mentioned the facts only against the alleged non-payment of TA/DA to the workmen and not with regard to the justifiability of the deputation. Therefore, the Petitioner is precluded from questioning the order of deputation of the Respondent/Management and it is also against the reference order. I find some force in this contention because even though it is contended on behalf of the Petitioner that the order of deputation is against the provisions of standing order of the Respondent/Management, there is nothing to show in the reference that the Government had made any reference with regard to the order of deputation. More clearly, the order of deputation has not been questioned under reference. Even if, assuming for an argument sake, not without conceding, that the Petitioner can raise the issue at this stage, there is nothing to substantiate this contention. Though the Petitioner has mentioned in the Claim Statement in so many words that the order of deputation is against the standing order of the Respondent/Management, there is nothing to show that the order of deputation is against the standing order and no document is produced before this Court to come to a conclusion with regard to this point. Further, the burden of proving the fact is upon the Petitioner side. But there is nothing either oral or documentary evidence to substantiate this contention. The Petitioner has not produced even the order of deputation and standing orders of the Respondent concerned. Further, the Petitioner has not taken any steps to summon to

produce the relevant documents from the Respondent. Therefore, at this stage, I come to a conclusion that the Petitioner is precluded from raising this point namely questioning the order of deputation at this stage.

9. The next issue is about the non-payment of proper TA and DA to the deputed workmen. It is the case of the Petitioner that no proper TA/DA was given to the deputed persons by the Respondent/Management. But, here again the burden of proving the contention is upon the Petitioner because under the Evidence Act, the burden lies on the person who would fail, if no evidences were given on either side i.e. to say that the onus is always on the person who asserts the proposition or fact which is not self-evident. In this case, the Petitioner has pleaded in the Claim Statement that even the workmen who were transferred without deputation were given Rs. 50 per day as allowance and it was raised to Rs. 120 per day from August, 2000 but it was denied to the workmen of the Petitioner Union. Further, it is pleaded in the Claim Statement that the workmen suffered a lot physically, mentally and economically due to this deputation and they have also stated that in the places of deputation, no canteen facilities were provided and no DA was provided to the affected parties. But, on the other hand, it is contended on behalf of the Respondent that the Respondent's plant in Sankarnagar has become very old and in the year 1990, it was modernised from wet process to dry process, yet it is not working properly, therefore, the Respondent/Management started a green field project at Trichy and acquired five plants in Andhra Pradesh State. The green field project required some experienced manpower for operation of its mines. Similarly, certain experienced personnel were also required in other plants. Based on the requirement, the excess manpower available at Sankarnagar has been initially deputed to various plants and they were allowed to draw advance for their journey and they were allowed one time TA/DA and furthermore, to mitigate the hardships during the deputation period, a hardship allowance of Rs. 500 per month was offered to all the deputed employees. Even though the Dalavoi and other plants have all infrastructure facilities, considering the Union's request, the Respondent/Management considered the hardship allowance of Rs. 500 per month for each employee during the deputation period and it is not against the Standing Orders and the Petitioner cannot question the authorities of the Respondent/Management. But, even on the side of the Respondent/Management to substantiate this contention, no documents were produced. It is only an oath against oath. But, as I have already pointed out, the initial burden always lies or rests on the person, whether he is the Petitioner or Respondent, who substantially asserts the affirmative issue. Again on behalf of the Petitioner, it is argued that the dispute related to workmen demand of TA and DA, of relevant rules of the Respondent/Management, therefore, the onus is on the

management which has necessary information to explain from its rules and regulations that it is not allowable etc. But, in this case, the Respondent/Management alleged so many things with regard to their rules and standing orders, but they have not substantiated this contention by producing any document. Under such circumstances, the Tribunal has to accept the contention of the Petitioner that no proper T.A or D.A. was given to the deputed workmen. Though I find some force in this contention, on consideration, I find no substance in the contention because at the first instance the Petitioner must prove that the Respondent/Management has not provided any T.A./D.A. to the workmen deputed. Though an allegation is made in the Claim Statement, there is no evidence on the side of the Petitioner either oral or documentary. Therefore, a prima-facie case has not been established by the Petitioner Union before the Tribunal that the Respondent has not paid proper T.A./D.A. to the deputed workmen. Therefore, I come to the conclusion that the burden of proving the pleadings has not been discharged by the Petitioner. As such, I find the point against the Petitioner.

Point No. 2

10. The next point to be decided in this case is to what relief the concerned workmen are entitled ?

In view of my finding that the Petitioner has not established their case that no proper T.A./D.A. were provided to the deputed workmen, I find that the workmen concerned are not entitled to any relief in this case.

11. Therefore, the workmen concerned in this industrial dispute are not entitled to any relief. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 1st August, 2003).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

On either side : Nil

नई दिल्ली, 25 अगस्त, 2003

का. आ. 2651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर अर्थेस लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई नं. 2 के पंचाट (संदर्भ संख्या 116/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं. एल-29012/12/98-आई. आर.(विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 25th August, 2003

S.O. 2651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workman, which was received by the Central Government on 13-08-2003.

[No. L-29012/12/98-IR(M)]
B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

S.N. Saundankar, Presiding Officer

Reference No. CGIT-2/116 of 1998

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

(I) INDIAN RARE EARTHS LTD.

(2) DEPARTMENT OF ATOMIC ENERGY

Executive Director (R & D) & Factory Manager,
Indian Rare Earths Ltd.
BARC Premises, Trombay,
Mumbai-400 085.

The Secretary,
Department of Atomic Energy,
Anushakti Bhavan,
CSM Marg,
Mumbai-400 039.

V/s.

Their Workmen
Mrs. Sujata S. Sardesai,
Hon. Secretary,
IREL Canteen Employees Welfare Association,
Trombay,
Mumbai-400 085.

APPEARANCES :

FOR THE EMPLOYERS : Mr. P. Ramaswamy
i/b. M/s. Mulla & Mulla &
Craigie Blunt & Caroe,
Advocates.

FOR THE WORKMEN : Mr. Jaiprakash Sawant,
Advocate.

Mumbai, dated 19th May, 2003

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/12/98/IR(M) dated 17-8-1998 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Indian Rare Earths Ltd. in not absorbing the services of Mrs. Sujata S. Sardesai and 19 other employees of Co-op. Canteen Society Ltd. in Indian Rare Earths Ltd. is legal and justified ? If not, to what relief the workmen concerned are entitled ?”

LIST OF EMPLOYEES—ANNEXURE-II**Sr. No. Employees name & designation**

1. Shri Dattaram A. Gawade, Canteen Manager.
2. Smt. Sujata S. Sardesai, Clerk.
3. Shri Kuruvilla G. Poojary, Cook (OBC)
4. Shri Maruti C. Kamble, Cook (SC/ST)
5. Shri Raghunath N. Phatak, Cook
6. Shri Sudhakar S. Parshram, Asstt. Cook (OBC)
7. Shri Suresh A. Gurav, Counter Clerk (OBC)
8. Shri Kishore A. Lad, Counter Clerk (OBC)
9. Shri Shantaram J. Zore, Helper (NT)
10. Shri Kundlik R. Bhosle, Helper
11. Shri Narayan B. Shanware, Helper (NT)
12. Shri Sudhakar S. Kadam, Helper (SC/ST)
13. Shri Vithal D. Kasale, Helper
14. Shri Rajesh S. Kashekar, Helper (NT)
15. Shri Deepak T. Ghadi, Helper

16. Shri Suresh R. Durgoli, Helper (OBC)
17. Shri Suresh B. More, Helper
18. Shri Vithal S. Gawade, Helper (NT)
19. Shri Prakash K. Gawande, Helper (SC/ST)
20. Shri Rajesh B. Kokre, Helper (NT)

2. Mrs. Sujata S. Sardesai and 19 Ors. Vide Claim Statement (Exhibit-6) pleaded that they were employed by the management Indian Rare Earths Limited (hereinafter referred to as IREL) in the canteen at Thorium Factory, BARC premises, Trombay through M/s. Indian Rare Earths Employees Co-op. Canteen Society Ltd. located in the above premises for the benefit of the employees of IREL at the Thorium Factory and BARC, Department of Atomic Energy, Trombay. They averred that Thorium Factory at Trombay is owned by the Department of Atomic Energy, Government of India and that it was statutory obligation on the said Department to provide and maintain canteen for the use of workers. It is their contention that the funds for running the canteen were provided by IREL by way of cash subsidy and advance and that losses were recouped by the said IREL by way of additional subsidy by writing off the advances. Consequently workmen are of Department of Atomic Energy and/or IREL right from the dates of their appointment as mentioned in Annexure 'A'. It is averred by the workmen, to circumvent the provisions of law and with a view to deprive their lawful rights and benefits by exploiting the situation both the managements made the factory workmen to form and register the Cooperative Canteen Society in the name and style of Indian Rare Earths Employees Cooperative Canteen Society and the workmen concerned were employed through this society. It is pleaded since the business of the canteen has been discontinued. Management IREL is paying them wages through the society, however they are paid meager wages and benefits, consequently they are entitled to be absorbed in the employment of the management as permanent workers with consequential monetary benefits. It is contended workmen mentioned at Serial No. 4 in Annexure 'A' Maruti C. Kamble has expired on 19th May 1998, consequently his heirs are entitled to receive monetary benefits and that the management be directed accordingly.

3. Both the managements i.e. IREL and Department of Atomic Energy resisted the claim of workmen by filing Written Statement (Exhibit-8/19) contending that the workmen under reference were employees of Co-operative Society Limited which was running the canteen and that they are not their employees. It is pleaded that the canteen

was being run by the society with financial subsidy from the company, with free premises, canteen equipments, free water, electricity, furniture etc. consequently as per bye laws the society was expected to run the canteen on 'No Profit No Loss' basis. However the society employed their own staff for which they paid operational revenue and subsidies from the company, consequently canteen suffered incurring heavy losses to the tune of Rs. 13.81 lakhs as on 25-7-1996. It is averred that since IREL could not go on financing the heavy losses of the society canteen management suggested the union to close down the canteen and eventually a settlement was effected and that the canteen premises was handed over to run BARC canteen. Consequently with the approval of the Department of Atomic Energy canteen operations were stopped w.e.f. 1-7-1996 however, Registrar of Canteen Societies have not appointed liquidator therefore the society continued to exist consequently the workmen under reference continued to be on the roll of the society. It is contended since society had no income of its own and society still exists, the IREL continued to extend additional advance consequently it is not possible for the IREL to offer employment to the workmen under reference without Department of Atomic Energy's clearance for creation of additional vacancies. It is averred that the workmen under reference are employees of the canteen society and not any of the managements and that society is merely a name lender therefore company is not liable to absorb the workmen who were not even doing any work for the company or Department of Atomic Energy. It is the contention of Department of Atomic Energy that there was no statutory obligation on IREL to run the canteen and that the employees of the canteen were governed by separate service conditions applicable to the employees of the co-operative society, consequently both the managements prayed to reject the claim.

4. By Rejoinder (Exhibit-9/20) workmen reiterated the recitals denying the averments in the Written Statements contending that the canteen was controlled, financed, supervised and run by the IREL, the managing agency of Department of Atomic Energy, appointed for the purpose of managing the Thorium factory since the inception i.e. from the year 1955. It is averred that it was statutory canteen consequently workmen are entitled to receive the benefits of statutory canteens. It is their contention that they were selected and recruited by representatives of IREL and that some of the workmen were given other jobs by IREL.

5. On the basis of pleadings issues were framed at Exhibit-21 and in that context one of the workmen Mrs. Sujata Sardesai filed affidavit in lieu of Examination-in-Chief (Exhibit-25) and workman closed oral evidence vide purshis (Exhibit-26). In rebuttal, Senior Manager (P & A) of IREL Mr. Kaimal filed affidavit (Exhibit-28) and both the managements vide purshis (Exhibit-29) closed oral evidence.

6. Workmen filed written submissions along with copies of rulings (Exhibit-32/33/34) and the management (Exhibit-31). On pursuing the record as a whole, written submission and hearing the Learned Counsels for both sides, I record my findings on the issues for the reasons mentioned below :

Issues	Findings
1. Whether the action of the management in not absorbing the services of Mrs. Sujata S. Sardesai and 19 other employees of Cooperative Canteen Society Ltd. in Indian Rare Earth Ltd. is legal and justified ?	Neither legal nor justified
2. If not, what relief the workmen concerned are entitled to ?	As per order below.

REASONS

7. According to one of the workmen Mrs. Sardesai they were engaged in the canteen run by IREL Co-operative Canteen Society taking interview by the committee headed by General Manager of Thorium division/President IREL canteen and added that the canteen was run mainly for the benefit of the workers of Thorium factory and BARC and that it was statutory canteen recognised by the Department of Atomic Energy. She disclosed that the canteen used to run under the supervision and instructions of IREL and that though they worked many years have not been absorbed in the permanent service of the management. Management's case is that the workmen were engaged by the canteen society and not the Department of Atomic Energy or IREL therefore question of their absorption in any of the managements does not arise. Admittedly canteen was closed from the year 1996 however the workmen under reference are continuously paid wages. Senior Manager Mr. Kaimal admits that management IREL not only provides premises, but equipments, furniture and other facilities to the canteen in addition to funds. The Learned Counsel Mr. Sawant at this juncture inviting attention to the OM dated 29-1-1992, and subsequent letters issued by the Ministry of Personnel Public Grievances and Pensions dated 15-1-1997, 20-3-1997 and 25-9-1997 in the light of the verdicts of the Hon'ble Supreme Court submitted that the employees of the canteen have been extended benefits as are available to other Central Government Employees of comparable status from 1-10-1991 and further pointed out that employees serving in non-statutory canteens located in Central Government establishment as a measure of staff welfare are declared as Government Employees and consequently the Department of Public Grievances and Pensions have directed the Department of Atomic Energy to settle the matters however, workmen who worked in the canteen run as a welfare measure, put many years as

depicted in the Annexure-II have not been absorbed and that this action of the management is wholly illegal and unjustified. The fact that IREL gives funds and supervise the canteen and that the canteen though closed in 1996 workmen working therein are still paid wages through subsidies, in the light of the Government decisions referred to above, hardly can be said that management IREL/DAE have no concern with the workmen. In the light of the Government resolution referred to above, workmen who put long service in the canteen run for the welfare of the employees are consequently entitled to be absorbed in the service of the management. The Learned Counsel Mr. Ramaswamy for the management inviting attention to the Written Statement para 9 submits that due to ban on recruitment it is not possible to offer employment to the canteen employees without clearance for creation of additional vacancies from Department of Atomic Energy. He submits that without any creation of posts absorption cannot take place. The workmen are entitled to absorption by virtue of their putting long years of service in the canteen and on the strength of the Government resolutions referred to above.

8. So far the workmen at Serial No. 4 Maruti C. Kamble as seen from the claim statement para 9 died on 19-5-1998 consequently question of his absorption in service does not arise. In view of the position action of the management in not absorbing the workmen concerned in the service is neither legal nor justified. Issues are answered accordingly and hence the order :

ORDER

The action of the management of Indian Rare Earths Ltd. in not absorbing the services of Mrs. Sujata S. Sardesai and 19 other employees of Co-op. Canteen Society Ltd. in Indian Rare Earths Ltd is neither legal nor justified.

Management of IREL/Department of Atomic Energy are directed to absorb the workmen as mentioned in Annexure-II except workmen in Serial No. 4, Maruti CV. Kamble since dead, in their regular service as per rules within four months from today.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 25 अगस्त, 2003

का.आ. 2652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एल्युमिनियम कं. लि. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई न. 1 के पंचाट (संदर्भ संख्या 29/ 1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं. एल-29012/53/96-आई.आर.(विविध)
बी.एम.डेविड, अवर सचिव]

New Delhi, the 25th August, 2003

S.O. 2652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/ 1996) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Aluminium Co. Ltd. and their workman, which was received by the Central Government on 13-08-2003.

[No. L-29012/53/IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present

Shri Justice C.V. Govardhan,
Presiding Officer

Reference No. CGIT-29 of 1996

PARTIES :

Employees in relation to the management of Indian Aluminium Co. Ltd.

And

Their Workmen.

APPEARANCES :

For the Management : Shri Peerzada, Advocate.

For the Workman : Shri R.M. Apte, Advocate.

State : Maharashtra

Mumbai, dated the 26th day of October, 1999

AWARD

1. The Central Government, by its order dated 03-10-96 has referred the following dispute between the Employers in relation to the Management of Indian Aluminium Co. Ltd. and their workmen for adjudication by this Tribunal.

“Whether the action of the management of the Mines Manager, Durgamanwadi Mines, Indian Aluminium Co. Ltd. Kolhapur in dismissing from service Shri Ramesh Raghunath Jadhav, ex-Heavy Equipment Operator Grade II w.e.f. 24-1-1996 is justified ? If not, to what relief the workman is entitled to ?”

2. The workman in his claim statement contends as follows : The Management's action against the workman in dismissing him from Company's service is vindictive and is an act of unfair labour practise for the following reasons :

- (a) The charge sheet issued to him was baseless and false.
- (b) The charge of insubordination or disobedience is absurd, yet the Enquiry Officer has held all these charge proved.
- (c) The charges levelled against the workman has not been validly proved in any fair and free enquiry.
- (d) The enquiry held against the workman is a fair one. He was not given any fair and reasonable opportunity to defend himself in the case against him. The Enquiry Officer did not consider the two letters of Mr. Bandu Shilke addressed to the Enquiry Officer dt. 03-04-95 and 7-12-1995. These two letters would prove that the employee was free from any guilt.
- (e) The management agreed to withdraw the case against the employee but it has reopened the case unjustifiably. Further, Mr. A.R. Rane, who was not the Mines Manager had no powers to re-open the case.
- (f) The punishment of dismissal from service is shockingly harsh and disproportionate with the gravity of the charge.
- (g) The management has acted illegally in accepting the findings of the Enquiry Officer without giving due consideration to the reply of the workman to the show cause notice.
- (h) The management has not given the notice that it would be considering the past records into consideration before passing the order.
- (i) At the time when the order of dismissal was passed against the workman the Industrial dispute was pending before the Asstt. Labour Commissioner, Vasco with which the workman was concerned but the management has taken the approval of the Tribunal or the Conciliation Officer before passing the order of dismissal. The workman is therefore, entitled to an order of reinstatement with back wages and other benefits.

2A. The Employer, first party in their written statement contends as follows :

The employee was on duty on 10-12-94. While performing his duty he drove the Wheel loader carelessly and negligently and dashed against the side panels and

store walls causing damage thereto, resulting in financial loss to the Company. The charge sheet dated 14-12-94 was therefore, issued as per the Model Standing Orders applicable to the Company. Since the workman has refused the charges, an enquiry was ordered and an independent Enquiry Officer was appointed. The Enquiry Officer held and enquiry and gave a finding that the employee was guilty of the misconduct alleged against him. Upon this finding, the Company issued a show cause notice to the employee. After considering his reply and gravity of the misconduct proved and also past records of the employee, the Company terminated service of the employee w.e.f. 24-1-96. The reference itself is not maintainable. The allegation that the dismissal of the workman was vindictive and is an act of unfair labour practise is denied. The allegation in the charge sheet is baseless and false is also denied. The workman had admitted that by performing the duty of driving the wheel loader dashed on the side panels but now he is trying to shift his responsibility upon the Helper. The workman has disobeyed the directions of being careful and diligent while driving the wheel loader. The allegation that the charge of disobedience and insubordination is absurd is denied. The challenge to the enquiry is baseless and devoid of merits. The workman has given sufficient opportunity to defend himself in the enquiry. He has availed the same. He was also furnished with copies of all documents. They were duly translated in Marathi as demanded by the employee. The workman was allowed to cross-examine the Company's witness and lead evidence on his behalf. The Enquiry Officer considered all the detailed evidence and has arrived at a reasonable and logical finding. A Co-employee Mr. Shilke has given a spot statement regarding the misconduct of the employee. He seems to have written two letters to the Enquiry Officer. In it, he contends that the Company had obtained the spot statement under duress. The employee had not examined the said Mr. Bandu Shilke to prove the two letters. The Enquiry Officer therefore, rightly refused to relay upon the letters as well as the spot statement of Mr. Bandu Shilke. There was no agreement in between the Company and the Union regarding withdrawal of the disciplinary proceedings against the employee. The Company had only agreed to consider the case of the employee sympathetically if he apologised for the misconduct; but the employee did not tender his apology. In view of the gravity of the misconduct it was not possible for the Company to sympathise with this employee. There was no re-opened of the case as alleged. It is denied that Mr. Rane had no authority to direct continuation and conclusion of the departmental enquiry. Mr. Rane was then the Acting Manager had full authority to do so. The allegation that the punishment is harsh and disproportionate to the misconduct is denied. All the documents and representations given by the employee were duly considered by the Enquiry Officer. The Company has followed the Provisions of the Standing Orders in

considering the past service records as well as the extenuating circumstances while imposing punishment upon the employee. No prejudice was caused to the employee by the Company following the Provisions of the Standing Orders. It is denied that any Industrial dispute was pending before any Authority under the I.D. Act. A charter of demand was served on the Company on 12-3-1995. They were pursued before the Asstt. Labour Commissioner, Vasco; but no settlement could be reached. Therefore, the Asstt. Labour Commissioner recorded its failure and forwarded the failure report to the Labour Department. The order of dismissal is with effect from 24-1-96; on this date there was no dispute pending before any authority. Yet, the Company had filed an application under Section 33(2)(b) of the I.D. Act before the Asstt. Labour Commissioner, Vasco by way of abundant caution; but on the advise of the said authority it was not pursued. Therefore, there is no illegality in the termination order. The termination of the service of the employee is legal and valid and the employee is therefore not entitled to any relief. The reference is to be answered accordingly.

3. On the above pleadings, the following Issues are framed.

- (i) Whether the enquiry held against the workman is just and proper;
- (ii) Whether the findings of the Enquiry Officer is perverse.

4. The learned counsel appearing for the management who was not present at the time of the argument of the learned counsel appearing for the workman has stated subsequently that my learned predecessor has passed an order on 21-11-1997 that the cross-examination has been confined on the question of legality, fairness and propriety of domestic enquiry and was not allowed to touch the question of perversity of the findings of the Enquiry Officer, a matter which shall be dealt with at a later stage, if necessary and on the basis of the said order WW-1 was cross-examined only on the question of legality, fairness and propriety of the domestic enquiry on 21-11-97 before the tribunal and therefore, it is not necessary to go into the question at this stage whether the findings of the Enquiry Officer is a perverse one. It is to be noted that the learned counsel appearing for the workman has addressed this Tribunal on 20th September, 1999 not only on the question of fairness of the enquiry but also on the perversity or otherwise of the report of the Enquiry Officer. It has been pointed out to the learned counsel appearing for the management and one adjournment was also provided to enable the learned counsel appearing for the workman to be present. On the adjourned date, the learned counsel appearing for the management has represented that he is leaving it to the discretion of the Tribunal to give a finding on the question

of perversity or otherwise of the enquiry report. It is in these background both the issues are considered at present.

5. The learned counsel appearing for the workman has stated that the incidence is one on which charge under Clause 24(a) and 24(m) as well as 24(2) have been framed and holding an enquiry on these charges is not a fair one. An incident had taken place in that the Roller on Ripper Dozer driven by the employee hit the Store wall and caused damage to the walls and shutters. The damage caused to the wall has caused financial loss to the Company. Therefore, three charges have been framed against the workman. They are :

(1) Wilful insubordination and disobedience under clause 24(a). (2) Habitual negligence of work or gross habitual negligence under clause 24(m) and wilful damage to work in process or to any property of the establishment. All these misconducts are connected with each other and it cannot be stated that they are distinct and separate. So combining of these three misconducts and framing a charge sheet cannot lead us to the inference that the enquiry held on that charges is not fair. The workman has been examined as WW-1 before this Tribunal. In his affidavit he has stated that the charge sheet issued to him is baseless and false and that the charges of wilful damage and negligence are in consistent with each other, but the incident took place while he was driving the Roller is not denied by the workman. The management has examined one witness on their behalf namely the Enquiry Officer. The Enquiry Officer has stated in his evidence that he had explained the procedure of the enquiry to the workman and asked him whether he has received the charge sheet. To it, the workman has answered in the affirmative. The witness has also stated that he informed the workman that the Presenting Officer will lead his evidence and afterwards the workman can cross-examine the witness and then he can also lead his evidence and witnesses who will be cross-examined by the Presenting Officer. According to MW-1, the Enquiry Officer during the course of enquiry all the papers were given to the parties. Translation of charge sheet in Marathi was given to the charge sheeted employee. Documents produced by the management were furnished to the workman. Opportunity was given to Mr. Jadhav to cross-examine the management witness and he availed the opportunity and in spite of an opportunity given he did not produce any witness. The workman in his evidence has stated that the Enquiry Officer has explained the charges to him and that he had replied that he has understood the charges. According to WW-1, the worker/his co-worker, Mr. R.A. Patil was his defence nominee; that the Enquiry Officer granted time to him on certain dates at his request. He has also stated that he requested the Enquiry Officer to allow him to examine defence witness but did not produce any defence witness. It is further stated by him that he did not make a request to the Enquiry Officer that he may be permitted to examine Mr. Shelke. It is to be noted that this

person Mr. Shelke had written two letters to the Enquiry Officer stating that under compulsion by the Management he has given a statement to the management. But in view of the fact that the witness has not been examined on behalf of the workman, the Enquiry Officer has ignored his letters and also his statement to the management which is said to be given under compulsion. It would go to show that the Enquiry Officer has acted in a fair manner. According to WW-1 he was not permitted to make an oral statement in his defence but was asked to give it in writing. Requiring the charge-sheeted employee to give his final statement in writing instead of making oral statement does not amount to a defect in the enquiry. The evidence of MW-1, the Enquiry Officer and WW-1, the charge-sheeted employee which I have narrated above would show that the Enquiry Officer has proceeded with the enquiry after ascertaining that the charge sheeted employee has understood the charge-sheet and the enquiry was also conducted in a fair manner in the presence of the charge-sheeted employee and his co-worker giving full opportunity to them to cross-examine the Management witnesses and giving them opportunity to adduce evidence before the Enquiry Officer. Therefore, the allegation that the enquiry was not fair and proper cannot stand for scrutiny at all.

6. The learned counsel appearing for the worker has stressed much by contending that the findings of the Enquiry Officer is a perverse one. The learned counsel has made clear that may finding by the Enquiry Officer which is not supported by legal evidence is perverse. He has argued that the finding should be one which no reasonable person would arrive to describe it as a perverse one. There is no dispute over this preposition canvassed by the learned counsel. But whether the finding of the Enquiry Officer can be termed as a perverse one is now to be considered by us.

7. In his report, the Enquiry Officer has extracted the evidence of three witness examined on behalf of the management. He has stated that the Mincs Manager has issued the charge-sheet and the first witness who has been examined before the Enquiry Committee has stated that he recorded a statement of Mr. Bandu Shelke and also produced the photographs of the place where the accident occurred and the damages are clearly visible therefrom. Mr. Bandu has stated in his report that the workman without noticing the signal shown by him had driven the roller and hit at the wall. The second witness examined on behalf of the management, is Mr. Rao has stated that the place where accident occurred was not a congested one and the worker have been operating the loader for a long time and he has been frequently directed to be careful and observe safety precautions in his duties. The next witness examined on behalf of the management is Mr. Roshan Kumar, Mining Engineer, who has stated that the charge-sheeted employee has operated the wheel loader more than two years. From the above evidence, the Enquiry Officer has

come to the conclusion that the charge-sheeted workman was involved in the accident, his negligence in duty is borne out of the way in which the accident occurred and it is further proved with corroborations and convincing evidence that despite being aware of all safety instructions, the charge sheeted workman has neglected to observe the same and thus committed wilful insubordination and damage to the property of the Company with deliberation. The learned counsel appearing for the workman would argue that none of the three witnesses are eye witnesses to the incident and the eye witnesses has not been examined by the management and the finding given on the basis of the report of the eye witness, who was not examined, ignoring his letters would show that the findings of the Enquiry Officer is a perverse one. It will not be out of context to say that hearsay evidence is admissible in Industrial disputes. When MW-1 says that the eye witness has reported to him the manner in which the accident had taken place and has also given a report in writing to that effect, there is no reason as to why the same should not be accepted by the Enquiry Officer, but at the same time it cannot be stated that the Enquiry Officer should accept the letters written by him to the Enquiry Officer. The charge-sheeted employee was given sufficient opportunity to produce his witness. He could have produced the eye witness to speak that his report is not voluntary and it was given out of compulsion to the management but he has not chosen to do so even before this tribunal. The workman has undertaken to produce the witness and filed an affidavit of the eye witness Mr. Bandu Shelke on 12-6-98. But for reasons best known to them he has chosen not to make this witness available for cross-examination by the learned counsel appearing for the management. Therefore, the report of the Enquiry Officer cannot be said to be a perverse one on account of the fact that the Enquiry Officer has not considered the two letters written by the eye witness Bandu Shelke. The statement made by him through MW-1 and also the two letters written by him were ignored by the Enquiry Officer and it would only show that the Enquiry Officer has given a finding taking a very neutral stand. The learned counsel appearing for the workman has argued that the finding is on conjectures and surmises, but a perusal of the report of the Enquiry Officer would show that the finding was given by the Enquiry Officer on the basis of the evidence let in before him and not on conjectures and surmises as argued by the learned counsel appearing for the workman. The learned counsel appearing for the workman has also argued that the enquiry was in pursuance of the charge sheet issued by the Acting Manager and he has no powers to re-open the matter, but it is to be noted that the Acting Manager has only ordered the enquiry to be conducted on account of the fact that the charge sheeted employee did not apologise for the misconduct committed by him. Further, a person is said to be Acting on behalf of another during the absence of the concerned person to continue the proceedings and duties

to go on uninterruptedly due to contingency like the original person unable to perform his duties on account of going on leave or on account of his absence from Head Quarters. It cannot be stated that the Acting person does not derive the powers of the original person to hold that the order passed by the Acting Mines Manager, to proceed with the enquiry is a illegal one. Thus, viewing from any angle, the contention of the workman that the enquiry has not been conducted fairly and properly and the finding of the Enquiry Officer is a perverse one cannot be established by the workman and therefore, both the Issues are found in a negative.

8. In the result, Part-I Award is passed holding that the enquiry held against the workman is fair and proper and the findings of the Enquiry Officer is not a perverse one. Post the matter for further proceedings on 1st December, 1999.

C. V. GOVARDHAN, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI**

PRESENT :

Shri Justice S. C. Pandey, Presiding Officer

Reference No. CGIT-29/1996

PARTIES :

Employers in relation to the management of Indian Aluminium Co. Ltd.

AND

Their Workman

APPEARANCES :

For the Management : Mr. Peerzada, Adv.

For the Workman : Mr. Apte Adv.

State : Maharashtra

Mumbai, Dated the 24th day of July, 2003

AWARD-PART-II

1. This is a reference made by the Central Govt. in exercise of its powers under clause (d) of Sub-section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) read with Sub section 2(A) thereof. The terms of the reference given in schedule are as follows :

"Whether the action of the management of the Mines Manager, Durgamanwadi Mines, Indian Aluminium Co. Ltd. Kolhapur in dismissing from service Shri Ramesh Raghunath Jadhav, Ex-Heavy Equipment Operator Gr. II w.e.f. 24-1-1996 is justified ? If not, to what relief the workman is entitled to ?"

2. The undisputed facts at this stage are that the Raghunath Jadhav (the workman for short) was working as a Heavy Equipment Operator Grade-II with the Indian Aluminium Company Ltd., Kolhapur (the company for short) at Durgamanwadi Mines. It is not in dispute that the workman was given charge sheet dated 14-12-1994. The workman gave his explanation to the charge sheet. The Competent Disciplinary Authority was not satisfied with reply and an enquiry was ordered. The workman participated in the enquiry proceedings. The enquiry report went against the workman. Consequently, the workman was asked for his comments on the enquiry report alongwith show cause notice. Then the order dated 24th Jan 1996 dismissing the workman was passed. My predecessor, Justice C. V. Govardhan had passed part-I Award dated 26-1-1999 holding that the enquiry proceedings held against the workman was fair and proper and the findings recorded are not perverse.

4. Thereafter, the parties were given further opportunity to lead evidence. The Management examined its witness M. V. Rao. The workman entered the witness box to rebut evidence of M. V. Rao. Thereafter, the parties closed their case.

5. It is obvious from the facts stated above that one this tribunal had found that enquiry was not in any way defective, the only question open to be decided is regarding the quantum of punishment. Section 11-A of the Act is clear. This tribunal is entitled to examine the record of the case for judging whether the punishment given to the workman was more than due. This tribunal cannot, however disturb any finding recorded in Part-I Award for the reason this final award is merely a continuation of the proceedings under reference. Therefore, this tribunal must proceed on the foundation that the company has proved the charges against the workman.

6. In charge sheet dated 14-12-1994 (Ex. M1) is reproduced.

To,

Mr. R. R. Jadhav,
HEMM Operator,
Production Department
Indian Aluminium Company, Limited
RADHANAGIRI

It has been reported that :

On 10 Dec' 94 at about 4.00 P.M., you were operating wheel loader for house keeping work at site garage. At about 4.20 P.M. you collected cutting edges and track rollers of Ripper Dozer and brought them to the general store (Tyre room). While unloading the above material you lost the control over of wheel loader resulting in banging the wheel loader bucket on the shutter side panels and store wall which caused damage to the shutter

and walls. This has caused financial loss to the company. You, further did not report the matter to your department superiors.

The act above alleged to have been committed by you amount to misconduct which is covered under the model standing orders clauses as under :—

Clause 24(a) : Wilful insubordination or disobedience, whether or not in combination with another of any lawful and reasonable order of a superior.

Clause 24(m) : Habitual neglect of work or gross habitual negligence.

Clause 24(q) : Wilful damage to work in process or to any property of the establishment.

You are hereby called upon to show cause in writing within 48 hours from the receipt of this charge sheet as to why disciplinary action including dismissal not to be taken against you for the above misconduct. Should you fail to submit your explanation as directed above it will be assumed that you have no explanation to offer and the matter will be further proceeded with.

Date : 14-12-1994

A. Ramesh Rao, Mines Manager.

7. It is apparent that the workman is mainly charged with gross negligence of duty because the workman lost control of the wheel loader causing the banging of the wheel loader bucket on the shutter side of panel of store wall of the general store where he has taken the wheel loader for depositing cutting edges on truck rollers. It is also alleged that some financial loss was caused to the company as a result of the aforesaid event. The workman did not report the event to higher authorities. This tribunal has already held that the findings and conclusion of the Enquiry Officer in his report are not perverse. Consequently, this tribunal shall proceed to hold that it cannot now deviate from the conclusion of the Enquiry Officer in paragraph 19 of the report. It has found (i) that workman was responsible for the accident and he was negligent. (ii) The workman did not follow the safety instructions and had committed wilful insubordination. (iii) He did not inform the superiors about the accident and was removing the evidence.

8. The evidence of Mr. M. V. Rao was in respect of past record of the workman. In his affidavit it has been stated that workman was working under him as a Dumper operator. He was careless and reckless while on duty. It was stated that the previous record was revealed by five documents from serial No. 1 to serial No. 5 on 24th July 2002, admitted. In cross examination of this witness workman had stated in reply to M12 dated 30-3-1993. The

workman claimed that the accident occurred due to error of judgement. He admitted that document 20-4-1994 charging the workman with this negligence was not shown to the workman. The workman in his rebuttal stated that the occurrence was an accident. The workman says that past record was not brought to his notice. (This tribunal at this stage is ignoring the affidavit of the workman on merits of the enquiry and limiting it to question of sentence). In cross examination the workman admitted that he apologized by letter forming part of M2. He denied that document M13, M14 regarding his quarrels as false but he admitted that he had written M15. The workman said the document M16 was false. It was not communicated to him. He admitted that he had not shown any regret. He did not know if Mr. J. N. Rao was permitted to resign on submission of apology. He admitted that he had not seen J. N. Rao in the premises of the company.

9. Having considered the argument of the learned counsel for the workman, this tribunal is of the view that only ground for interference on the question of quantum of punishment could be if sentence was grossly unjust. It should be remembered that Section 11-A of the Act does not give the tribunal blanket power to sit in appeal over the exercise of dissection by the competent disciplinary authority in awarding sentence. The review is confined to the limited question if there is gross error on the part of that authority. It is the competent disciplinary authority to choose and award just punishment out of several alternative given in rules of the Standing Orders applicable to a workman. The duty of this tribunal is to see whether while punishing the workman the competent disciplinary authority applied its mind to the facts found against the workman or while applying its mind to those facts made a gross error. This tribunal is not entitled to deal with the question as if it is the competent authority itself, and award punishment. As already stated, this tribunal cannot deal with additional evidence led before in order to contradict the findings recorded by the tribunal confirming the findings of the Enquiry Officer. It is obvious that this tribunal cannot say that findings arrived at by the Enquiry Officer for the purpose of punishment shall be different.

10. The overall picture that emerges is that this tribunal cannot find any gross error in the order of dismissal dated 24-1-1996 Ex. M. 10.

11. This tribunal does not consider it necessary to report the cases cited on behalf of the workman as they are distinguishable.

12. This tribunal answers the reference by stating that in view of the part award dt. 26th October 1999 and this award passed today, the order of dismissal dated 24-1-1996 passed by the company against the workman was justified. He is not entitled to any relief.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 25 अगस्त, 2003

का. आ. 2653.—ौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेयरहाउसिंग कार्पोरेशन के प्रबंधनतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 110/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-08-03 को प्राप्त हुआ था।

[सं. एल-42012/31/93-आई.आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 25th August, 2003

S.O. 2653.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 110/94) of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 13-8-2003.

[No. L-42012/31/93-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: NEW DELHI

Presiding Officer : Shri B. N. Pandey

I.D. No. 110/94

Smt. Sushma D/o Shri Brij Lal,
R/o J-213, Police Station,
Defence Colony, New Delhi-110049
Through CWC Worker's Union (NZ & HO) ..Workman.

Versus

Central Warehousing Corporation,
Warehousing Bhawan,
4/1, Siri Institutional Area,
Khel Gaon Marg, Hous Khas,
New Delhi-110016. ..Management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/31/93-I.R. (Vividh) dated 5-10-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Warehousing Corporation in not paying handicap allowance i.e. conveyance allowance to Smt. Sushma Warehouse Assistant Grade II, w.e.f. 4-7-83 to

10-4-91 is justified ? If not, to what relief the workman is entitled ?"

2. To put in short, the claim of the workman is that she was recruited and selected against quota of posts reserved for handicapped citizen and given offer of appointment vide order dated 27-7-83. Accordingly she joined the construction Cell-I of the Corporation at the above address on 4-7-83, that as per government rules she was entitled to get conveyance allowance admissible for physically handicapped employees but despite her repeated request she was not paid conveyance allowance till 10-4-91. Hence this dispute. Therefore she has prayed for a direction to the management of the Corporation to pay her conveyance allowance for physically handicapped employees @ 10% of her pay including FDA from 4-7-83 to 15-4-87 subject to a maximum of Rs. 75 p.m. and at the rate of 5% subject to a maximum of Rs. 100 p.m. from 16-4-87 to 10-4-1991.

3. The claim of the workman has been contested by the management on the ground that she failed to submit required certificate of Head of Orthopaedic Department of Government Civil Hospital regarding her alleged being physically handicapped. Therefore, she was rightly refused to conveyance allowance and that she is being paid the alleged allowance w.e.f. 11-4-91 after receipt of required certificate.

4. Workman has also filed her rejoinder reiterating her earlier versions and denying contents of the written statement.

5. Both the parties filed their documentary evidence. Besides the documentary evidence the workman filed her own affidavit (Ex. WW1/1) and the Management filed affidavit of one Shri P.C. Arora the then Assistant Manager of the Management. They were also cross-examined by the respective opposite parties. They also filed their written arguments.

6. After submissions of the written arguments none appeared for workman before me to argue her case. Hence I perused the file heard A/R of the Mgt and considered the evidence on the record and also written arguments of the parties.

7. The workman has admitted that she has been getting handicapped allowance since 1991 and prior to that she was asked to submit her medical certificate from the Safdarjung Govt. Hospital but the medical authorities refused to furnish her certificate on the ground that she has been already given a certificate by the L.N.J.P. Hospital. On the other hand MW1 Shri P.C. Arora, Assistant Manager of the Management has stated in his cross-examination that the workman was not recruited from the handicapped quota but he subsequently admitted that the record shows that she was appointed under the handicapped quota. He further stated that she was referred to Safdarjung Hospital

for obtaining disability certificate but he expressed his liability as to what the authorities of the Safdarjung Hospital told her for not issuing the certificate. It has also been submitted on behalf of the management that getting of employment under handicapped quota is different from eligibility for grant of conveyance allowance to orthopaedically handicapped employees with minimum percentage. Any handicapped person subject to fulfilment of other conditions only can get employment under handicapped quota but he is not entitled for conveyance allowance unless he submits certificate given by Head of the Department of Orthopaedics of a Govt. Hospital who will assess percentage of disability which is must and that since the workman did not fulfil those conditions she was not entitled to get conveyance allowance.

8. I find much force in submissions of the Management. Admittedly the workman was unable to furnish required certificate of government hospital Safdarjung when she was required to do so, therefore there was no injustice in action of the management in not paying handicapped allowance i.e. conveyance allowance to the workman between 4-7-83 to 10-4-91. There is no force in the claim of the workman. It is, therefore, liable to be rejected. The reference is answered and award is given accordingly.

B. N. PANDEY, Presiding Officer

Dated : 4-8-2003,

नई दिल्ली, 25 अगस्त, 2003

का. आ. 2654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. आई. बी. पी. क. लि. के प्रबन्धतन्त्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 70/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-08-2003 को प्राप्त हुआ था।

[सं. एल-30011/84/2000-आई.आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 25th August, 2003

S.O. 2654.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/2001) of the Central Government Industrial Tribunal-cum Labour Court, Dhanbad No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s IBP Co. Ltd. and their workman, which was received by the Central Government on 18-8-2003.

[No. L-30011/84/2000-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B.Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 70 of 2001

PARTIES :

Employers in relation to the management of SMS Explosive Support Plant, The Sr. Manager (Plant Incharge) Govt. of India P.O. Nudkjurkee, Dist. Dhanbad and their workman.

APPEARANCES :

On behalf of the workman : Shri D. Mukherjee,
Advocate

On behalf of the employers : Shri G. Prasad, Advocate.

STATE : Jharkhand INDUSTRY : Petroleum

Dated, Dhanbad, the 23rd July 2003.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-30011/84/2000/IR(M), dated, the 27th March, 2001.

SCHEDULE

“Whether the action of the management of M/s IBP Co. Ltd Dhanbad in not regularising Shri Aloke Paul, Assistant (F & A) is justied ? If not, to what relief is Shri Aloke Paul is entitled to ?”

2. In course of hearing a settlement petition is filed by the parties under their signature. Perused the settlement petition and also heard both sides, and also the concerned workman involved in the dispute. Mr. D. Mukherjee in course of hearing submitted that as an outcome of settlement the management agreed to pay as Rs. 2 lacs to the concerned workman in terms of the settlement. Mr. G. Prasad, learned Advocate for the management concerned to the submission made by Mr. Mukherjee and also files an A/C Payee cheque bearing No. B/B82/100 613576 to be drawn on State Bank of India, Dumra More. The concerned

workman also submitted that in view of the settlement he is willing to proceed with the case any further. Accordingly cheque amounting to Rs. 2 lacs is handed over to the concerned workman in presence of Mr. D. Mukherjee and G. Prasad, Learned Advocate. Since the dispute in question has already been resolved, there remains no more dispute to be adjudicated. Accordingly a 'No dispute' Award is rendered and the reference is disposed of on the basis of the 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently. Settlement forms are considered as Annexure to the Award.

B. BISWAS, Presiding Officer.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. 2 AT DHANBAD

Reference Case No. : 70/2001

Employers in relation to the management of
M/s. I.B.P. Co. Limited, Block-II, Nadkhurkee Area

AND

Their Workmen

The humble joint petition of compromise on behalf of the parties

Most respectfully shew with :-

"Whether the action of management of M/s. IBP Co. Ltd. Dhanbad in not regularising Shri Aloke Paul, Assistant (F&A) is justified ? If not to what relief is Shri Aloke Paul is entitled to ?"

That good sense having prevailed both the parties have amicably settled the instant industrial dispute pending in ref. Case No. 70/2001 out side the court on the following terms and conditions :—

The terms of settlement

That the management and the union of the workmen both have agreed that the management shall pay a lump sum of Rs. 2,00,000 (Rs. Two lakhs) by Crossed A/c. [payee cheque/DD] only to Shri Aloke Paul, who is the workmen concerned in the instant industrial dispute in lieu of the demand of the workmen for regularisation :

1. The union gave up their demand for regularisation of the workmen concerned.

2. That the workmen concerned and the union sponsoring the industrial dispute namely SMS Explosive Support Plant, Chemical Division Union (regd.). Government of India Enterprises. P.O. : Nadkhurkee, Distt. : Dhanbad Bihar (now Jharkhand) each of them shall have no claim whatsoever with respect to Industrial Dispute. Now and in future.

3. That this settlement settles all the disputes between the parties the workmen shall not put forward any claim for regularisation or otherwise any time in future.

4. That this settlement is fair proper and reasonable.

5. That both the parties agreed that the Honourable Tribunal be requested to accept the settlement and pass an award in terms of settlement and present six copies of this petition for the needful action.

It is therefore prayed that your Honour may be graciously pleased to accept the settlement and pass an award in terms of settlement.

And for this act of grace petitioner shall ever pray.

Sd/-

(ALOK PAUL)

For and on behalf
of the employers

For and on behalf
of the workman

SADHAN SAMANTA

Branch Secretary,
IBP Chemical Division Staff Union
P.O. Nadkhurkee, Distt. Dhanbad

Witness 1. Sd/- (Illegible)

2. Sd/- (Illegible)

Advocate for and on behalf of the employers

Sd/- (Illegible) Sd/- (Illegible)

Advocate for the workman

Sd/- (Illegible)

नई दिल्ली, 26 अगस्त, 2003

का. आ. 2655.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कार्पो. लि. के प्रबंधतात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय अधिकारण/प्रम्यायालय, कोजीकोड़े के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-8-2003 को प्राप्त हुआ था।

[सं. एल-30011/77/2000-आई.आर. (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 26th August, 2003

S.O. 2655.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management, Hindustan Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 13-8-2003.

[No. L-30011/77/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,
KOZHIKODE

(Dated this the 10th day of July, 2003)

PRESENT:

Shri M. N. Radhakrishna Menon Industrial Tribunal

I.D. No. 14/01 (c)**BETWEEN:**

1. The Chairman,
Hindustan Petroleum Corporation Ltd.,
Petroleum House, 17/J.N. Tata Road,
Bombay-20, Mumbai.
2. The Depot Manager,
Hindustan Petroleum Corporation Ltd.,
Elathur, Calicut.

AND

Smt. C. Gowri,
Padannayil Elathur,
Kozhikode.

REPRESENTATIONS:

Sri. Raveendran, Advocate, : For Management
Kozhikode.

Sri. K.N. Jayakumar, Advocate, : For worker
Kozhikode.

AWARD

1. The Central Government has as per their order No. L-30011/77/2000/IR(M) dated 22-3-2001 referred this industrial dispute between the above parties in respect of the following issues for adjudication to this Tribunal :—

“Whether the action of the management engaging Smt. C. Gowri, as contractor workman on prohibited category work, and subsequently stopping her from attending the work is correct, justified ? If not, to what relief should the workman is entitled ?”

2. The case of Smt. Gowri, the worker involved in this dispute is that she has been working as a sweeper in the Elathur depot of the Hindustan Petroleum Corporation Limited from 1992 to 17-4-2000, on which day, her services were terminated by the management without assigning any reason. At the time of termination, she was drawing salary of Rs. 1200 per month and the management has been issuing wages slips to her accordingly. She was also enrolled in the Provident Fund Scheme and E.S.I. Scheme. She is also a permanent member of a trade union viz., CITU. She has been serving the management sincerely and honestly. The Contract Labour (Regulation and Abolition) Act is enacted to protect the interest of poor workers like her. It is learnt that the Labour Enforcement Officer (Central) has launched prosecution against the management of Hindustan Petroleum Corporation Limited and against its contractor for infringing the provisions of the Contract Labour (Regulation and Abolition) Act. She is eligible to get her service regularised and all amenities available to a regular worker. This has to be implemented and that is the solution for the infringements committed by the management. The management has no right to deny employment to her

without assigning any reason. Therefore, she prayed for passing an award directing the management of Hindustan Petroleum Corporation Limited who is the principal employer to reinstate her in service on regular basis with all attendant benefits.

3. The case of the management is that M/s. Hindustan Petroleum Corporation Limited has been awarded contract for handling house keeping jobs to various contractors from time to time. The workers so engaged by the contractors are the employees of the contractors and there is no employer/employee relationship between the Hindustan Petroleum Corporation Limited and them. M/s Hindustan Petroleum Corporation Limited has neither supervised nor directed contract labour to carry out their jobs. Smt Gowri, the worker involved in this dispute is a contract labour and she had no sort of employment relationship with M/s. Hindustan Petroleum Corporation Limited. On 10-8-99, the Labour Enforcement Officer (Central) has inspected their premises and prosecuted their Depot Manager and the contractor concerned for engaging contract labour for cleaning and sweeping which was then prohibited under the Contract Labour (Regulation and Abolition) Act, 1970. In order to avoid the continuation of the offence, the contractor was warned and advised not to engage any contract labour for cleaning and sweeping and accordingly. Smt. Gowri was stopped from entering the premises from 17-4-2000. Thus, if at all she has got any grievance with regard to her employment, she has to approach the contractor, Mr. K. Asokan, Kattayil House, P.O. Elathur, Kozhikode and he is a necessary party to the present proceedings. It is the attempt of Smt. Gowri to get herself accepted as a regular employee of M/s. Hindustan Petroleum Corporation Limited a some how or other. It has been laid down by the S.C. in Steel Authority of India Vs. National Union Water Front Workers [2001 (H) LLJ. 1087] that a contract labour cannot be treated as an employee of the principal employer. Thus she is not eligible to be regularised or taken into employment by M/s. Hindustan Petroleum Corporation Limited. Therefore, the management prayed for passing an award accepting their contentions and rejecting the claims of the worker.

4. Evidence in this case consists of oral evidence of Smt. Gowri as WW1 and Sri. A.K. Krishnankutty, Depot Manager as MW1 and Exts. W1 to W5 and Exts. M1 to M4 and X1 to X6.

5. The issue that has to be answered is whether the action of the management in engaging Smt. C. Gowri as contract labour on prohibited category work and subsequently, stopping her from attending the work is correct and justified or not ? If not what reliefs, she is entitled to ?

The Point :—

6. On a scrutiny of pleadings of parties, it is revealed that it is common case that Smt. Gowri was engaged as a

contract labour by the management for cleaning and sweeping their premises and she was disengaged from 17-4-2000. As per the order of the Central Government with No. S.O. 779(E) dated 8th and 9th of December, 1976 issued in exercise of their powers under Sub-section (1) of Section 10 of Contract Labour (Regulation and Abolition) Act, 1970, it was prohibited to employ contract labour for sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishment in respect of which the appropriate Government under the said Act is the Central Government. Above notification has came into force from 1-3-77. It is common case that the Labour Enforcement Officer (Central) inspected the premises of the management and observed that the management was engaging Smt. Gowri as contract labour for cleaning and sweeping their premises. Therefore, he has filed Ext. W4 complaint before the Judicial 1st Class Magistrate Court, Calicut for the violation of the above provisions against the management as accused and the contractor as abettor. It is also common case that in the above case all the accused parties have pleaded guilty and they were fined Rs. 750 each which is evidenced from Ext. M2 series 1 to 3 receipts issued from the Judicial First Class Magistrate, Calicut and Ext. W5 extract of register of summary Trials of the self same Court. The S.C. has in Air India Statutory Corporation and others Vs. United Labour Union and others, 1997 (I) LLJ 1113 held that the contract labour employed for prohibited categories of work are eligible to be regularised by the principal employer. In the present case, it appears that the worker has approached the conciliation authorities under the Central Government putting up a case that she was employed as a contract labour in prohibited categories of works namely cleaning and sweeping and seeking regularisation by the principal employer viz., M/s. Hindustan Petroleum Corporation Limited and obtained the present reference, with a view to get the benefit of the S.C. ruling in Air India Statutory Corporation case mentioned above. In the claim statement also, the worker has put up her pleadings in the said line. But the S.C. by a larger Bench decision in Steel Authorities of India Limited and others Vs. National Union and Water Front Workers and others 2001 (II) LLJ—1087 has struck down the above notification prohibiting contract labour for cleaning and sweeping and overruled its decision in Air India Statutory Corporation case. In view of the changed legal position, while giving oral evidence as WW1, the worker has come forward with a plea that she was directly employed by M/s. Hindustan Petroleum Corporation Limited, the principal employer from 1992 onwards and she was denied employment from 17-4-2000 by them. It is pertinent to note that her contention that she was directly employed by M/s. Hindustan Petroleum Corporation Limited is an afterthought and the materials on record also falsify her changed

stand. Ext. M3 is the muster roll of Elathur depot of M/s. Hindustan Petroleum Corporation Limited of the employees directly employed by them from July, 1996 to May, 2000. The genuineness of this document is not disputed by the worker. The name of the worker does not find a place in the said register. Therefore, the worker cannot be treated as a direct worker of the management. Ext. W1 is an identity card issued by the E.S.I. Corporation to the worker. There is no mention in Ext. W1 about M/s. Hindustan Petroleum Corporation as her employer. As per the provisions of the E.S.I. Act, persons employed through contractor are also eligible to be admitted in the E.S.I. Scheme. Therefore, Ext. W1 cannot be pressed into service to make out that she was directly employed by the management. Ext. W2 and W3 are the annual credit slips issued by Employees Provident Fund Organisation to the worker for the period from 1995-96 to 1996-97. As per the provisions of Employees P.F. and Miscellaneous Act, persons employed through contractor are also eligible to be admitted in the E.P.F. Scheme. In Ext. W2, C. Damodaran & Sons is shown as the employer. Likewise Exts. X5 to X1 are the annual returns for the periods relating to 4/2000 to 3/2001, 4/99 to 3/2000, 4/98 to 3/99, 4/97 to 3/98 and 4/96 to 3/97 respectively. There is nothing to make out in these documents that she was directly employed by M/s. Hindustan Petroleum Corporation. The names of employees set out in Exts. X1 to X5 do not find a place in the Ext. M3 Muster Roll of Employees directly employed by the Deptt. of M/s. Hindustan Petroleum Corporation at Elathur. Thus above materials do not make out that Smt. Gowri was directly employed by the management. Ext. X6 is the file of the District Labour Officer, Kozhikode with I.R. 1/1860/2000. It contains a letter of Kozhikode Taluk Kayettu-Irrakk Thozhilali Union (CITU), Calicut dt. 25-4-2000 at page 5. This is a letter issued to Kattayil Asokan, Contractor, Hindustan Petroleum Corporation Limited, Elathur, Kozhikode. It is alleged therein that Smt. Gowri, who was working under the said contractor was denied employment from 17-4-2000 in an arbitrary manner. Therefore, the union has called upon the contractor to withdraw the termination and reinstate her in service. At page 3 of the above file, there is a letter addressed to the District Labour Officer, Calicut seeking his intervention in the dispute. It is clearly set out by the worker in her claim statement that she is a permanent member of CITU. Above records reveal that she was working in the management establishment not as a direct employee of the management, but as a contract labour under their contractor. The worker's counsel has come forward with a suggestion to the MW1 that the management and the CITU have colluded and caused to issue such a letter to the contractor as well as the District Labour Officer, which the MW1 has denied categorically. This stand of the worker is an afterthought and it cannot

be accepted to its face value. In view of the glaring materials on record, the conclusion is inescapable that Smt. Gowri was a contract labour employed by different contractors engaged by the management from time to time and she was not a direct employee of the management. It has been clearly laid down in Steel Authority of India Limited's case that the provisions of Contract Labour (Regulation & Abolition) Act do not contemplate creation of direct employment relationship between the principal employer and the contract labour and that such relationship cannot be implied from the provisions of the Act on issuing prohibition notification under Section 10(1) of the said Act. In the above case, the S.C. has struck down the Central Government Notification prohibiting engagement of contract labour in cleaning and sweeping works. Thus there is no prohibition in employing contract labour for cleaning and sweeping at present and there is no vested right for the contract labour to be absorbed by the principal employer and get employment under them. Therefore, the management being the principal employer cannot be held to have committed any illegality and they cannot be directed to continue to employ her.

7. In the result, an award is passed holding that the worker involved in this reference is not entitled to any reliefs against the management.

M.N. RADHAKRISHNA MENON, Industrial Tribunal, Kozhikode

APPENDIX IN I.D. 14/01 (C)

Witness examined on the side of the Worker :

WW1 : C. Gowri

Witness examined on the side of the Management :

MW1 : A.K. Krishnankutty

Exhibits marked on the side of the Worker :

Ext. W1 : Identity Card issued by the E.S.I. Corporation to C. Gowri on 1-2-97.

Ext. W2 : Annual credit slip issued by Employees Provident Fund Organisation for 1996-97 issued to Gowri.

Ext. W3 : Annual credit slip issued by E.P.F. Organisation for 1995-96 issued to Gowri.

Ext. W4 : Certified copy of the complaint of Labour Enforcement Officer submitted before the Judicial First Class Magistrate Court, Calicut in S.T. 2019/99.

Ext. W5 : Certified Extract of Register of summary Trials held before the Judicial First Class

Magistrate Court, Kozhikode in respect of S.T. 2019/99.

Exhibits marked on the side of the Management :

Ext. M1 : House keeping contract dated 29-3-2000.

Ext. M2 : 3 Receipts regarding remittance or fine (series I to 3) issued by the Judicial First Class Magistrate Court, Calicut on 15-4-2000.

Ext. M3 : 41 sheets Muster Roll of H.P.C. Elathur, Calicut

Ext. M4 : Letter of the Inspector of Agricultural Labour, Kozhikode along with 2 enclosures.

Ext. X1 : Annual Return as per E.P.F. and Employees Family Pension Scheme for the period from 4/2000 to 3/2001.

Ext. X2 : —do— for the period from 4/98 to 3/2000.

Ext. X3 : —do— for the period from 4/99 to 3/99.

Ext. X4 : Annual Return as per E.P.F. and E.F.P. Scheme for the period from 4/97 to 3/98.

Ext. X5 : —do— for the period from 4/96 to 3/97.

Ext. X6 : File of the District Labour Officer, Kozhikode with No. I. R. /1860/2000.

नई दिल्ली, 26 अगस्त, 2003

का. आ. 2656.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री रमेश चन्द्र जलखरे, खदान मालिक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, श्रम न्यायलय, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-08-2003 को प्राप्त हुआ था।

[सं. एल-29012/124/2000-आई.आर. (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 26th August, 2003

S.O. 2656.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management, Sh. Ramesh Chandra Jalkhare, Mine Owner and their workman, which was received by the Central Government on 26-8-2003.

[No. L-29012/124/2000-IR(M)]

B. M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/
राजस्थान

पीठासीन अधिकारी—श्री मणिशंकर व्यास, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक औ.न्या.-13/2001

दिनांक स्थापित : 15-6-2001

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश संख्या एल.
29012/124/2000-आई.आर.(म.) दिनांक 21-5-2001

निर्देश अन्तर्गत धारा 10(1)(घ) औद्योगिक विवाद
अधिनियम, 1947

मध्य :

सचिव, राष्ट्रीय मजदूर संघ (आई एन टी यू सी)
रामगंज मण्डी, जिला कोटा —प्रार्थी यूनियन

एवं

श्री रमेशचन्द्र जलखरे, लाइम स्टोन खदान
मालिक, चेचट मुकाम रामगंज मण्डी, जिला कोटा/
राजस्थान —अप्रार्थी नियोजक

उपस्थित :

प्रार्थी यूनियन की ओर से प्रतिनिधि	श्री रामगोपाल गुप्ता, मंत्री प्रार्थी यूनियन
अप्रार्थी नियोजक की ओर से प्रतिनिधि	श्री रमेश जलखरे, प्रबंधक

अधिनियम दिनांक : 11-7-2003

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रासंगिक आदेश दिनांक 21-5-2001 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10 (1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनियमार्थ सम्प्रेषित किया गया है :—

"क्या प्रबंधक श्री रमेशचन्द्र जलखरे, लाइम स्टोन खदान मालिक, चेचट मुकाम रामगंज मण्डी, जिला कोटा (राज.) द्वारा उनकी खान में कार्यरत कर्मकारों के लिए समझौता वार्ता द्वारा दैनिक मजदूरी में बढ़ोत्तरी न करने की कार्यवाही तथा जिन श्रमिकों ने 240 दिन कार्य करते हुए अवधि पूर्ण कर ली है, उन्हें स्थायी घोषित न करने की कार्यवाही उचित एवं न्यायसंगत है? यदि नहीं, तो कर्मकार किस अनुत्तोष के हकदार हैं?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप में जारी की गयी। प्रार्थी श्रमिक पक्ष की ओर से क्लेम स्टेटमेंट प्रस्तुत किया गया।

3. आज पत्रावली वास्ते जवाब अप्रार्थी पक्ष नियत थी, परन्तु कोई जवाब प्रस्तुत नहीं होकर प्रार्थी यूनियन की ओर से मंत्री श्री राम गोपाल गुप्ता मय अधिकृत प्रतिनिधि श्री सतीश पचौरी एवं अप्रार्थी नियोजक पक्ष की ओर से प्रबन्धक रमेश जलखरे मय अधिकृत प्रतिनिधि श्री ढी.सी.जैन ने संयुक्त रूप से न्यायाधिकरण में उपस्थित हो कर एक प्रार्थनापत्र के साथ समझौता-पत्र प्रस्तुत कर यह निवेदन किया गया है कि चूंकि दोनों पक्षों के मध्य लम्बित निर्देश/विवाद में आपसी सहमति से लोक न्यायालय की भावना से प्रेरित हो कर समझौता सम्पन्न हो गया है जिसके तहत अप्रार्थी प्रबन्धक की स्वीकारोक्ति अनुसार संस्थान में कार्यरत कुली/बेलदारों को 35 रुपये प्रतिदिन मजदूरी दी जायेगी तथा भारत सरकार द्वारा समय-समय पर घोषित बिलो ग्राउण्ड का विशेष भत्ता दिया जावे, सभी स्टोन कटर (कारीगरों) को 45 रु. प्रति सौ वर्ग फीट पथर कटाई के हिसाब से भुगतान किया जावेगा तथा भारत सरकार द्वारा घोषित विशेष भत्ता बिलो ग्राउण्ड का जो समय-समय पर घोषित होगा, दिया जावेगा, स्थायी कर्मचारी जिन्हें 1500 रु. तक वेतन मिलता है, को 50 रु. मासिक वेतन वृद्धि तथा उससे अधिक वेतन पाने वालों को 100 रु. मासिक वेतन वृद्धि दी जावेगी तथा भारत सरकार द्वारा समय-समय पर घोषित विशेष भत्ता बिलो ग्राउण्ड का दिया जावेगा। यदि उपरोक्त दरों के अलावा समुचित सरकार द्वारा वेतन दरों में कोई वृद्धि या अधिक दर होगी तो वो दी जावेगी। यदि किसी श्रमिक ने 240 दिन अथवा उससे अधिक दिन कार्य एक वर्ष में पूर्ण कर लिया तो उसे स्थायी कर्मचारी का प्रमाण-पत्र दिया जावेगा। 1-11-2000 से जो भी एरियर बनेगा वो दो माह के अन्दर यूनियन प्रतिनिधि के समक्ष भुगतान कर दिया जावेगा। अतः समझौते के आधार पर अधिनियम अन्तिम रूप से पारित कर दिया जावे।

दोनों पक्षों को समझौते की विषय-वस्तु पढ़कर सुनाई, समझाई गई जो सही होना स्वीकार की। चूंकि पक्षकारों के मध्य लोक न्यायालय की भावना से उक्त प्रकार का समझौता सम्पन्न हो गया है और अब समझौते उपरान्त किसी प्रकार का कोई विवाद शेष नहीं है, अतः समझौते के आधार पर उक्त निर्देश/विवाद का अधिनियमन कर इसी प्रकार उत्तरित किया जाता है जिसे समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

मणि शंकर व्यास, न्यायाधीश

नई दिल्ली, 26 अगस्त, 2003

का. आ. 2657.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्डलाको इन्डस्ट्रीज लि. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 155/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-08-2003 को प्राप्त हुआ था।

[सं. एल-29012/17/2000-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 26th August, 2003

S.O. 2657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindalco Industries Ltd. and their workman, which was received by the Central Government on 26-8-2003.

[No. L-29012/17/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/155/2000

PRESIDING OFFICER: SHRI R. K. DUBEY

Shri Sunderlal Mishra,
S/o Shri Ramlakhan Mishra,
Vill Machga Railway Station,
Katni. . . Applicant

Versus

Hindalco Industries Limited,
PO Renkoot,
Distt. Sonbhadra (UP),
Sonbhadra . . . Non-applicant

AWARD

Passed on this 25th day of July, 2003

The Government of India, Ministry of Labour vide Order No. L-29012/17/2000-IR(M) dated 12-7-2000 has referred the following dispute for adjudication by this tribunal:

“क्या हिण्डालको इण्डस्ट्रीज लि. रेन्कूट जिला सोनभद्र उ.प्र. के कर्तनी/सतना स्थित हिण्डालको इण्डस्ट्रीज के रौं मेटीरियल डिपार्टमेंट द्वारा श्री सुंदरलाल मिश्रा आत्म श्री रामलखन मिश्रा को माह अगस्त 1987 से निरन्तर कार्य में रखने के पश्चात् माह फरवरी 1996 से सेवा से पृथक कर देना उचित है। यदि नहीं तो मन्त्रीधत कर्मकार किस अनुतोष का हकदार हैं।”

2. Notice by ordinary post and by registered post issued to the workman at his address given by the Ministry. Both of these notices returned unserved with the endorsement of the post office that no person of the name of applicant resides at the address. Applicant workman

also did not contact to the tribunal. Therefore, it is not possible to proceed further in this case. This case is being dismissed at the stage in default of appearance.

3. Due to the above mentioned reasons the question put up by the Ministry in its reference is answered in favour of the management and against the workman.

4. Copy of the award be sent to the Govt. of India, Ministry of labour as per rules.

R.K. DUBEY, Presiding Officer

नई दिल्ली, 26 अगस्त, 2003

का.आ. 2658.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में ऑद्योगिक अधिकरण श्रीगंगानगर के पंचाट (संदर्भ संख्या 12/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/164/2002-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 26th August, 2003

S.O. 2658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 12/2003 of the Industrial Tribunal, Sri Ganganagar as shown in the Annexure, in the Industrial dispute between the management of Punjab National Bank and their workman, received by the Central Government on 21-8-2003.

[No. L-12012/164/2002-IR(B-II)]

C. GANGADHARAN, Under Secy..

अनुबन्ध

ऑद्योगिक न्यायाधिकरण, श्री गंगानगर (राज.)

ऑद्योगिक विवाद प्रसंग संख्या 12/2003

पीठासीन अधिकारी : गुलाब चंद शर्मा, आर. एच. जे. एस.

महेन्द्र कुमार पुत्र श्री अमी लाल जाति वर्मा
निवासी वार्ड नं. 8, सादूल शहर जिला श्री गंगानगर —प्रार्थी

बनाम

पंजाब नैशनल बैंक जरिए शाखा प्रबंधक
पंजाब नैशनल बैंक शाखा सादूल शहर

—अप्रार्थी

उपस्थित :

- (1) सुनील कपूर प्रतिनिधि —प्रार्थी
- (2) श्री विनय गुप्ता प्रतिनिधि —अप्रार्थी

दिनांक : 19-7-2003

आदेश

दिनांक 19-7-2003

दोनों पक्षों के प्रतिनिधियों की बहस सुनी गई। मांगपत्र व जवाब का अवलोकन किया गया। औद्योगिक विवाद के रूप में यह विवाद I.D. Act के प्रावधानों के तहत अधिनिर्णय के लिये केन्द्र सरकार ने इस न्यायाधिकरण को निर्देशित किया है।

विवाद के अनुसार इस न्यायाधिकरण से इस उत्तर की अपेक्षा की गई है कि क्या पंजाब नेशनल बैंक मैनेजमेंट की कर्मकार श्री महेन्द्र कुमार की सेवाएं समाप्त करने की कार्यवाही विधिपूर्ण न्यायसंगत है? यदि नहीं तो कर्मकार क्या अनुतोष किस दिनांक से प्राप्त करने का अधिकारी है।

प्रार्थी महेन्द्र के मांग-पत्र के अनुसार अप्रार्थी द्वारा प्रार्थी की नियुक्ति कैटीन ब्वाय के पद पर स्थायी प्रदान की गई थी। प्रार्थी ने अप्रार्थी के संस्थान में नवम्बर 1988 से वर्ष 1999 तक बिना ब्रेक के निरन्तर कार्य किया। लेकिन अप्रार्थी ने गैर कानूनी तरीके से प्रार्थी को सेवा से पृथक कर दिया। लास्ट-कम फस्ट-गो के सिद्धान्त की पालना नहीं की गयी। धारा 25-एफ I.D. Act के प्रावधानों की पालना नहीं की गई।

जवाब में बताया गया है कि प्रार्थी स्वयं अपने खर्चे से ही कैटीन चलाता था। बैंक में कैटीन ब्वाय का कोई पद ही नहीं है। प्रार्थी द्वारा कैटीन चलाने का कार्य व्यक्तिगत रूप से किया जाता था। बैंक का उसके ऊपर कोई नियंत्रण नहीं था। प्रार्थी कर्मचारियों से सीधे राशि प्राप्त करता था। केवल अप्रार्थी बैंक के द्वारा प्रति कर्मचारी कैटीन हेतु दी जा रही सब्सिडी का भुगतान किया जाता था। इस प्रकार जवाब में यह आपत्ति उठाई गई है कि प्रार्थी अप्रार्थी के मध्य कर्मचारी-नियोक्ता के संबंध नहीं रहे हैं तथा उक्त विवाद औद्योगिक विवाद की परिभाषा में नहीं आता है। इन हालात में प्रार्थी का क्लेम खारिज किये जाने का निवेदन किया गया है।

बहस में नियोजक के प्रतिनिधि ने तर्क प्रस्तुत किया है कि नियोजक तथा कर्मकार का कोई रिश्ता नहीं है। जबकि कर्मकार के प्रतिनिधि का तर्क है कि सारा नियंत्रण बैंक का था तथा बैंक परिसर में ही कैटीन चलती थी।

दोनों पक्षों के तर्कों पर विचार किया गया। इस न्यायाधिकरण की राय में सरसरी तौर पर प्रार्थी का मांग-पत्र खारिज होने योग्य है। प्रार्थी तथा अप्रार्थी के मध्य कर्मकार तथा नियोजक का कोई संबंध नजर नहीं आता है। क्योंकि कैटीन जो बताई जाती है, उस पर अप्रार्थी का कोई नियंत्रण नहीं था। मांग-पत्र में नहीं बताया गया है कि प्रार्थी को माहवारी वेतन पर रखा गया था अथवा दैनिक मजदूरी पर रखा गया था। जब कैटीन का सारा व्यवसाय प्रार्थी का स्वयं का था तथा बैंक कर्मचारियों से प्रार्थी सीधे राशि प्राप्त करता था और चैक के द्वारा केवल प्रार्थी को प्रति कर्मचारी सब्सिडी का भुगतान किया जाता था, तब कर्मकार नियोजक का कोई रिश्ता नहीं होने से विवाद औद्योगिक विवाद की परिभाषा में नहीं आता है। अप्रार्थी का जवाब शपथ-पत्र से समर्थित है। इस प्रकार के हालात में यह रैफरेन्स सरसरी तौर पर खारिज किया जाता है।

इस आदेश की एक प्रतिलिपि सूचनार्थ समुचित सरकार को भिजवायी जावे।

गुलाब चन्द शर्मा, न्यायाधीश

आदेश आज दिनांक 19-7-2003 को खुले न्यायालय में हस्तान्तरित, मुद्रांकित किया जाकर सुनाया गया।

नई दिल्ली, 26 अगस्त, 2003

का.आ. 2659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं० आनन्द मिनरल प्रा. लि. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-08-2003 को प्राप्त हुआ था।

[सं. एल-29012/9/2000-आई आर (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 26th August, 2003

S.O. 2659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management, M/s. Anand Minerals Pvt. Ltd. and their workman, which was received by the Central Government on 13-08-2003.

[No. L-29012/9/2000-IR (M)]

B. M. DAVID, Under Secy.

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण, कोटा/केन्द्रीय/राज./

पीठासीन अधिकारी—श्री मणिशंकर व्यास, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक : ओ.न्याय-13/2000

दिनांक स्थापित : 31-7-2000

प्रसंग : भारत सरकार, श्रम मंत्रालय के आदेश सं. एल.-29012/9/2000/आई.आर.(एम)/दिनांक 27-6-2000

निर्देश अन्तर्गत धारा 10(1)(घ) औद्योगिक विवाद

अधिनियम, 1947

पद्धति

मनोहर लाल पुत्र श्री गोपीलाल यादव

द्वाग्रा सचिव, हिन्द मजदूर सभा, बंगाली कालोनी, छावनी
कोटा। —प्रार्थी श्रमिक

एवं

मैसर्स आनंद मिनरल्स प्रा.लि. सहरावदा, पीपलदा वाया मोड़क
जिला कोटा। —अप्रार्थी नियोजक

उपस्थिति

प्रार्थी श्रमिक की ओर से प्रतिनिधि — श्री एन.के.तिवारी

अप्रार्थी नियोजक की ओर से प्रतिनिधि — श्री डी.सी.जैन

अधिनियम दिनांक 9-6-2003

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के उक्त प्रशासनिक आदेश दिनांक 27-6-2000 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम” से संबोधित किया जातेगा) की धारा 10 (1)(घ) के अन्तर्गत न्यायाधीकरण को अधिनियमार्थ सम्प्रेषित किया गया है :

“Whether the termination of services of Sh. Manoharlal S/o Sh. Gopilal Yadav from the post of Diesel Mechanic on 21-7-98 by the management of M/s. Anand Minerals, Sahrawda, is legal and justified. If not to what relief the claimant is entitled and from which date.”

2. निर्देश/विवाद, न्यायाधीकरण से प्राप्त होने पर पूँजीबद्ध उपरान्त पक्षकारों को सूचना विधिवत रूप में जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उपस्थिति न्यायाधीकरण में अंकित करवायी गयी।

3. प्रार्थी श्रमिक पक्ष की ओर से क्लेम स्टेटमेंट प्रस्तुत किये जाने उपरान्त पत्रावली से अप्रार्थी पक्ष के जवाब के लिए 26-7-2003 की पेशी नियत की गई थी, परन्तु आज स्वयं प्रार्थी मनोहरलाल मय अधिकृत प्रतिनिधि श्री एन.के.तिवारी व अप्रार्थी नियोजक पक्ष की ओर से प्रबन्धक श्री राकेश जोशी मय अधिकृत प्रतिनिधि श्री डॉ.सी. जैन ने संयुक्त रूप से न्यायाधीकरण ने एक प्रार्थना-पत्र के साथ समझौता पत्र की प्रति प्रस्तुत कर यह निवेदन किया कि चूंकि पक्षकारों के मध्य लोक न्यायालय की भावना से प्रेरित होकर लम्बित निर्देश/विवाद में आपसी समझौता सम्पन्न हो गया है जिसके तहत प्रार्थी श्रमिक अब अप्रार्थी संस्थान से कार्य करने का इच्छुक नहीं है और उसके बदले फुल एण्ड फाइनल सेटिलमेन्ट के बतौर अप्रार्थी से 15,000 रुपये की राशि प्राप्त कर ली है और तदुपरान्त अब कोई विवाद उनके मध्य शेष नहीं रहा है, अतः पत्रावली आज पेशी में ली जाकर अधिनियम उक्तानुसार अन्तिम रूप से पारित कर दिया जावे।

पक्षकारों की प्रार्थना पर पत्रावली आज पेशी में ली जाकर प्रस्तुतशुद्धा समझौते-पक्ष को अभिलेख पर लेकर उभयपक्ष को विषय-वस्तु सुनायी व समझायी गयी जो दोनों पक्षों ने सही होना स्वीकार की। न्यायाधीकरण द्वारा भी समझौते का अवलोकन किया गया जो दोनों पक्षों के हित में प्रतीत होता है। चूंकि उभयपक्ष के मध्य लोक न्यायालय की भावना से उक्त प्रकार से समझौता सम्पन्न हो गया है और तदुपरान्त अब किसी प्रकार का कोई विवाद शेष नहीं रहा है, अतः सम्प्रेषित निर्देश/विवाद की तदनुसार अधिनिर्णीत कर उत्तरित किया जाता है जिसे समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

मणि शंकर व्यास, न्यायाधीश

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2660.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हैवी वॉटर प्लांट के प्रबंधतात्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 296/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42011/9/99-आई. आर. (डी.यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 296/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Heavy Water Plant and their workman, which was received by the Central Government on 27-08-2003.

[No. L-42011/9/99-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

Tr. INDUSTRIAL DISPUTE CASE NO. 296/2001

Date of conclusion of hearing 6th August, 2003

Date of Passing Award 14th August, 2003

BETWEEN

The Management of the General Manager,
Heavy Water Plant, Talcher,
At-Vikrampur, Talcher,
Distt. Angul-759 1061st Party-Management

AND

Their Workmen represented through the
General Secretary, Heavy Water Plant Employees
Union, P.O. Vikrampur,
Talcher, Distt. Angul-759 1062nd Party-Union

APPEARANCES:

Shri Babu Ram Gauhar, Admn. Officer &
Shri Rama Mohan Acharya, Labour-cum-Welfare OfficerFor the 1st Party-Management

Shri Mukunda Charan Satapathy,
General Secretary.For the 2nd Party-Union.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers Conferred by Clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42011/9/99/IR(DU), dated 13-10-1999 :

“Whether the action of the Management of Heavy Water Plant, Talcher, in signing a tripartite settlement and then deducting the salary of the workmen for the striking period (against the spirit of the settlement) is legal and justified ? If not, to what relief the workmen are entitled ?

2. The case of the 2nd Party as per his Claim Statement may be stated in brief :

The 2nd Party is the General Secretary, Heavy Water Plant Employees Union of Vikrampur in the district of Angul. He is representing the workman of the 1st Party-Management. The Union had submitted a charter of demand to the 1st Party-Management who turned down. On 11-4-1991 the Regional Labour Commissioner (Central) advised to adopt constitutional method for settlement of demands but the 1st Party-Management started to victimize and torture the workmen in different forms. On 27-4-1991 the 1st Party-Management submitted its views but no demand was fulfilled. As the 1st Party-Management failed to consider the grievances of the workmen, its members went on strike with effect from 7-5-1991 in pursuance to which the Regional Labour Commissioner (Central) noticed to both the parties for conciliation on 9-5-1991, but the conciliation failed. Again on 11-5-1991 the conciliation proceeding was taken up in presence of the representatives of both the parties and finally a settlement was arrived between the parties, which was reduced to writing in form of Memorandum of Settlement. Both the parties agreed to follow the terms of the settlement. There are many clauses of settlement but this Tribunal is concerned with one clause, which has been prescribed under Clause-7. It reads that as a gesture of goodwill that they would regularize the period of strike from 7-5-1991 to 10-5-1991 by sanctioning C.L., E.L. or any other leave as per the request of the employees. But subsequently, the 1st Party-Management with flimsy ground without sanctioning the leave had started deducting the salary of the workmen for the strike period. It was opposed by the 2nd Party. Again dispute was raised and after failure of conciliation the present reference has been made.

3. In the Written Statement filed by the 1st Party-Management the facts stated by the 2nd Party almost have been admitted. The only stand taken by the 1st Party-Management is that the agreement was signed by the representative of the 1st Party-Management due to coercion and intimidation acts adopted by the Union. It has been further averred that, in view of the observations of the

Supreme Court no pay should be allowed when the workman have not attended the work allotted to them. They have taken the shelter of Office Memorandum No. 41016/1(S)/90-Estt. (B), dated 1-5-1991 issued by Ministry of Personnel, Public Grievance and Pension, Department of Personnel & Training that, the period of absence during strike period can not be granted as leave. So, they have taken the step to deduct the salary/wages paid to the workman during the strike period.

4. On the above pleading of the parties the following Issues have been settled.

ISSUES

1. Whether the reference is maintainable ?

2. Whether the action of the Management of Heavy Water Plant, Talcher in signing a tripartite settlement and then deducting the salary of the workman for the striking period (against the spirit of the settlement) is legal and justified ?

3. If not, to what relief the workman is entitled ?

5. Both the parties have not adduced any oral evidence. The 2nd Party has exhibited nine documents whereas on behalf of the 1st Party-Management Ext.-A to Ext.-A/29 have been exhibited in support of their stand.

FINDINGS

ISSUE NO. I

6. Admittedly the 1st Party is a Management and the Union is a recognized Union representing the case of the workman. The dispute exists between the parties and so the appropriate Government has made a reference to the Tribunal for adjudication. No materials have been placed on behalf of the 1st Party-Management in support of the stand that, the reference is not maintainable. In my opinion, the reference is maintainable. Hence, this issue is answered accordingly.

ISSUE NO. II

7. Both parties have relied on their documents. In my opinion all the documents are not necessary to mention in this award because the parties agreed all the facts stated by the 2nd Party. Admittedly, the 1st Party-Management has signed the settlement where the decision was taken that, the strike period i.e. from 7-5-1991 to 10-5-1991 be sanctioned as Casual Leave or Earned Leave or any other leave available to the workman. The 1st Party-Management has taken the stand that; the agreement was signed by them on coercion and force. I am not inclined to accept this stand of the 1st Party-Management. No materials have been placed in this aspect. It is not the case that the agreement was signed between both the parties in the office of the 2nd Party or in the office of the 1st Party-Management. It has been signed before an officer of the Government of

India i.e. in presence of the Assistant Labour Commissioner (Central). This officer is entitled for calling for conciliation meeting. In my opinion, the said officer who would not be party by forcing the 1st Party-Management to sign the settlement. So, the ground taken by the 1st Party-Management that, the tripartite settlement was signed by force or coercion is not acceptable as it appears to be an after thought. The letter of the Ministry has been exhibited in this case as Ext.A/7. In the said letter the case of Bank of India Versus T. S. Kelwale and others reported in 1990-3-SLJ has been referred to and some of the quotations of the judgement also has been reproduced in the said letter. This letter is dated 1-5-1991 and it has been issued for the treatment of period of strike by central employees. It does not reveal when this letter was received by the 1st Party-Management. No doubt, when the Apex Court were pleased to observe that, the principles of no work no pay would be applicable when any officer who is absent without any authority, he shall not be entitled for any pay or any allowance during the period of such absence. It was also further observed by the Hon'ble Apex Court that, whether the strike is legal or illegal, the workers liable to loose their wages for the period of strike. But nowhere the Hon'ble Supreme Court has been pleased to observe that, the 1st Party-Management should refuse the leave of any kind if applied by the employees for the strike period. It is submitted on behalf of the 2nd Party is that when the 1st Party-Management had agreed before the conciliation officer that as a good gesture that the authority would grant C.L. or E.L. to its employees for the strike period now they can not withdraw the same on the ground that they are not the competent authority to take that decision while signing the settlement. The 1st Party-Management has placed the service of Ext.-5, which is an office memorandum of the Government of India, Ministry of Personnel and Public Grievance and Pension, Department of Personnel & Training and it is dated 17-2-1997. In that case, the Government has taken a decision that one time exception by granting strike period as leave to its workmen. So, it is submitted on behalf of the 2nd Party that when such a decision has been taken in the year 1997 by the Government of India inspite of the judgement of the Hon'ble Apex Court, in this case whenever the 1st Party-Management has agreed to sanction the leave of any kind to its workmen for the striking period, at this stage they can not go back and say that they had no authority to sign the settlement and so the salary/wages for the striking period is to be deducted. After hearing of both the parties, I am inclined to accept the submission made on behalf of the 2nd Party. It is true that, whether it is legal or illegal the petitioners are liable to loose their wages for the period of strike. The wages is paid for the work and not for mere attendance. In this case, admittedly, the workmen remained absent from 7-5-1991 to 10-5-1991 and that period was treated as strike but subsequently, the 1st Party-Management had agreed to sanction the leave of any kind to its workmen for those

period and had signed the settlement before the responsible officer of the Government of India. If leave is sanctioned to its employees the 1st Party-Management is not going to loose anything. Though the workmen are paid but they are loosing their C.L. or E.L in the other hand. So, in that case, in my opinion, the 1st Party-Management is standing on the better footing than the workmen. After signing the settlement, the 1st Party-Management is not entitled to take a stand that, as they were not competent enough to sign the settlement and so the agreement should not be or can not be acted upon. In the other words, I am of the opinion; the action of the 1st Party-Management refusing to grant C.L. or E.L. to its employees for the striking period is illegal and unjustified as it violates the spirit of the settlement. Hence, this issue is answered accordingly.

ISSUE NO. III

8. In view of my findings given in respect of Issue No. I and II the action of the 1st Party-Management in deducting the salary of the workmen for the striking period is declared as illegal and unjustified. If deduction has been made the amount should be refunded forthwith to the workmen within one month from the date of gazette notification failing which the workmen will be entitled to get the interest at the present bank rate till the date of payment.

9. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

BEFORE THE C.G.I.T.-CUM-LABOUR COURT, BHUBANESWAR

Tr. I.D. Case No. 296/2001

List of the Witnesses Examined on behalf of the 2nd Party-Workman

Nil

List of Witnesses Examined on behalf of the 1st Party- Management

Nil

List of Documents exhibited on behalf of the 2nd Party- Workman .

- Ext.-1. Charter of demand, dated 20-3-1991.
- Ext.-2. Direct action notice under Industrial Disputes Act dated 5-4-1991.
- Ext.-3. Copy of MoS in Form-H under Section 12 of I.D. Act.
- Ext.-4. Copy of the letter regarding non-implementation of tripartite agreement, dated 18-7-1991.
- Ext.-5. Copy of the letter dated 5-12-1991 regarding allegation on non-compliance of Memorandum of Settlement.

- Ext.-6. Copy of Memorandum No. 375/6585 of Govt. of India, Deptt. of Atomic energy, dated 16-12-1991.
- Ext.-7. Copy of letter dated 10-1-1992 for sanction of leave.
- Ext.-8. Copy of order of Central Administrative Tribunal, Cuttack Bench, Cuttack.
- Ext.-9. Copy of Office Memorandum No. 33011/3(5)/96-Estt.(B), dated 17-2-1997 of Govt. of India, Ministry of Personnel, P.G. & Pension DOPT.

List of Documents exhibited on behalf of the 1st Party-Management

- Ext.-A. Recognition of the Office Bearers of HWP Employees Union, Talcher dated 19-3-1991.
- Ext.-A/1. Submission of 18 point charter of demand of HWP Employees Union, dated 20-3-1991.
- Ext.-A/2. Letter dated 27-3-1991 of Shri R. P. Acharya, Labour-cum-Welfare Officer.
- Ext.-A/3. Letter of General Secretary, HWP Employees Union dated 5-4-1991.
- Ext.-A/4. Reply letter No. 2053 dated 11-4-1991 of the Management to the direction action notice.
- Ext.-A/5. Union's reply to the Management dated 11-4-1991.
- Ext.-A/6. Management's reply dated 27-4-1991 to the Union's 18 point charter of demand.
- Ext.-A/7. Copy of the DPT Office Memorandum, dated 1-5-1991.
- Ext.-A/8. Management's reply to the Union's letter dated 18-4-1991.
- Ext.-A/9. Report to local law and order authorities dated 7-5-1991.
- Ext.-A/10. Proceedings of meeting dated 9-5-1991.
- Ext.-A/11. Tripartite agreement dated 11-5-1991.
- Ext.-A/12. Management's letter No. 91074, dated 17-5-1991 to the R.L.C. (Central), Bhubaneswar.
- Ext.-A/13. Meeting held at the office of the R.L.C. (Central), Bhubaneswar dated 20-5-1991.
- Ext.-A/14. Para-wise-comments of the Central Office Management dated 14-6-1991.
- Ext.-A/15. Letter of Central Office, dated 4-7-1991 to the R.L.C. (Central), Bhubaneswar.
- Ext.-A/16. Meeting held at the Central Office of HWP, Mumbai on 12 & 13-7-1991.

- Ext.-A/17. G.M's letter dated 17-7-1991 to the R.L.C. (Central), Bhubaneswar.
- Ext.-A/18. Letter of A.L.C. (Central), Bhubaneswar, dated 14-8-1991.
- Ext.-A/19. Minutes of the meeting held at A.L.C. (Central) BBSR office, dated 26-8-1991.
- Ext.-A/20. Show cause notice dated 13-11-1991 from A.L.C. (Central), Bhubaneswar to the Management.
- Ext.-A/21. Management's reply dated 26-11-1991 to the show cause notice.

- Ext.-A/22. Letter from the Management to the R.L.C. (Central), Bhubaneswar, dated 5-12-1991.
- Ext.-A/23. Unions letter dated 3-10-1997 to the R.L.C. (Central), Bhubaneswar.
- Ext.-A/24. Industrial Dispute notice dated 6-10-1997 from the A.L.C. (Central), Bhubaneswar.
- Ext.-A/25. Written comment of the Management dated 5-11-1997.
- Ext.-A/26. Minutes of the meeting dated 20-8-1998.
- Ext.-A/27. Letter No. 2415, dated 7-9-1998 of the Management to the A.L.C. (Central), Bhubaneswar.
- Ext.-A/28. Minutes of the meeting dated 1-2-1999.
- Ext.-A/29. Failure of conciliation report dated 12-9-1999.

नई दिल्ली, 27 अगस्त, 2002

का.आ. 2661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री डेयरी फार्म के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एल सी/आर/179/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-14012/53/2000-आईआर (डी.यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2002

S.O. 2661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/179/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of Military Dairy Farm and their workman, which was received by the Central Government on 27-08-2003.

[No. L-14012/53/2000-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/179/2000

PRESIDING OFFICER: Shri R. K. Dubey

Shri Dhan Prasad Yadav,
Vill. Patharia Jat Police Station,
Civil Lines,
Sagar (MP). ...Applicant

Versus

The Officer Incharge.
Military Dairy Farm,
Jabalpur. ...Non-Applicant.

AWARD

Passed on this 13th day of August, 2003

1. The Government of India, Ministry of Labour vide order No. L-14012/53/2000/IR-DU dated 28-9-2000 has referred the following dispute for adjudication by the Tribunal :—

"Whether the action of the management of Military Dairy Farm, Jabalpur in not absorbing Shri Dhan Prasad Yadav, S/o. Shri Bhagwan Prasad Yadav, Ex. employee in any other institute consequent upon the closure of the Military Farm Depot, Sagar w.e.f. 15-8-1993 is just and proper. If not, what relief the workman is entitled?"

2. The statement of claim filed on behalf of the applicant workman in brief is that the applicant was initially appointed on 12-5-1981 in class IV category under the Officer Incharge, Military Dairy Farm Depot, Sagar. Applicant thereafter has worked uninterruptedly till August, 1993. In August, 1993, the Military Dairy Farm Depot at Sagar closed down and all the employees working in the Military Dairy Farm Depot at Sagar were absorbed in the Military Dairy Farm at Jabalpur. It was submitted by the workman that as per the model standing orders by the Ministry of defence dated 22-5-1982, if a casual workman has completed 6 months continuous service in the same establishment he shall be fixed at the minimum at the time scale of the pay applicable to the work. Applicant was not regularised and he was not permitted to join at Jabalpur. Non-applicant has regularised the services of the following juniors and one batchmate to applicant Gandalal, Shivalal and Shyamalal. It was requested and prayed by the applicant

workman that he should be reinstated in service and should be regularised on the same date when his junior and batchmate has been regularised and also the all consequential benefits be given to the applicant.

3. Non-applicant management in his reply admitted that the applicant worked at Military Dairy Farm, Sagar. It was submitted by the non-applicant that as the services of the applicant is not required due to the closure of the Military Dairy Farm, Sagar, applicant's services is terminated. It was requested by the non-applicant management that the applicant's services is properly terminated therefore the statement of claim filed on behalf of the workman be rejected with costs.

4. The following issues are necessary for the just decision of the case :—

1. Whether the services of the applicant workman is legally and properly terminated by the management ?

2. Relief and costs ?

5. Issue No. 1 :

Applicant in support of his application produced himself as evidence and 2 witnesses—Manoharlal and Rewa Ram Sankat. Applicant in his affidavit and evidence supported the statement of claim and deposed that he was initially appointed on 12-5-1981 in class IV category under the Officer-Incharge, Military Dairy Farm Depot, Sagar uninterruptedly till August, 1993. In August, 1993, the Military Dairy Farm Depot, Sagar closed and all the employees working in the Military Dairy Farm Depot at Sagar were absorbed at the Military Dairy Farm Depot at Jablapur. When the applicant went to the Military Dairy Farm Depot at Jabalpur to give joining but the respondent Authority gave him forged leave and asked to sign on blank papers applicant also further deposed that he was recommended for regularisation in the year 1984 vide letter dated 10-8-1984 Ex. D.I. In his cross-examination applicant deposed that pay of every month has given to him at the end of the month. Manoharlal and Rewa Ram Sankat in their affidavit supported the statement of applicant workman.

6. Non-applicant in its evidence produced Shri S. P. S. Tomar but Shri Tomar's evidence cannot in any respect help the management. This witness is unable to answer any of the question in his cross-examination. He did not know that the workman worked in Sagar from 12-5-1981 to August, 1993. This witness also shows his ignorance about the fact that Gandalal, Shyamalal, junior to the applicant still worked at Jabalpur Dairy Farm. This witness has no knowledge that the employees of Military Dairy Farm depot, Sagar were absorbed at Military Dairy Farm, Jabalpur. The evidence of such type of witness is worthless and did not in any respect help the non-applicant management.

7. It is clear from the documents and evidence of both the sides that the applicant worked at Military Dairy Farm, Sagar from 12-5-1981 to August, 1993. It was not alleged by the management that the applicant's services were terminated due to misconduct. The only reason for the termination of the service of the workman applicant shows as the closure of Military Dairy Farm, Sagar but this cannot be said to be just and proper reason for the termination of the services of any workman when the Military Dairy Depot at Sagar is closed down then it is necessary that the services of all the workers of the Military Dairy Farm Depot, Sagar be transferred and absorbed at some other depot or division of the same department. It is not disputed that some of the employees of the Military Dairy Depot Sagar were absorbed at Military Dairy Depot at Jabalpur. Non-applicant management is silent on this question that why the services of the applicant workman is not absorbed at Jabalpur. In the absence of any pleading or any explanation, it seems that the services of the applicant workman is unreasonably terminated by the non-applicant management. Therefore the termination of the services of the workman by the management is not just highly improper.

8. Issue No. 2 :

As I held in last para, that the services of the applicant workman is illegally and improperly terminated by the non-applicant management therefore applicant is entitled for the reinstatement in service with all benefits along with his seniority.

9. Therefore the statement of claim filed by on behalf of the applicant workman is accepted. It is ordered that the applicant workman should be reinstated in service at Military Depot Farm at Jabalpur. If any of his junior like Shyamal, Gandalal etc. are regularised, then the applicant should also be regularised on the same date. Non-applicant management has to pay to the applicant workman all the consequential benefits including full back wages. Non-applicant management has to comply this order within 3 months of the publication of the award. If the non-applicant workman did not comply the order within the stipulated period, then it has to pay 8 per cent interest per year on the amount. The non-applicant management also bears the cost of the applicant including Advocate fees which is fixed as Rs. 1500 if certified.

10. The reference of the Ministry is answered that the action of the management of Military Dairy Farm, Jabalpur in not absorbing applicant Dhan Prasad Yadav in any other institute is not just and proper. Workman is entitled for reinstatement in service with full back wages.

11. The copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

R. K. DUBEY, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2662.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय और अनुसंधान संस्थान के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 20/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42012/220/99-आई आर (डी. यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2662.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Instt. for Research on Buffaloes and their workman, which was received by the Central Government on 27-08-2003.

[No. L-42012/220/99-IR (DU)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : Shri S. M. Goel

Case No. ID. 20/2000

Krishan Kumar,
S/o. Shri Manphool Singh,
H. No. 190, Padav Gujarani,
Hissar.Applicant

Versus

The Director,
Central Institute for Research on Buffaloes,
Hissar.Respondent

REPRESENTATIVES

For the Workman : None

For the Management : R. K. Sharma

AWARD

(Passed on 14th July, 2003)

The Central Government Ministry of Labour vide Notification No. L-42012/220/99/IR(DU) dated 27th January, 2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Director, Central Institute for Research on Buffaloes, Hissar (Haryana) in terminating the services of their workman Shri Krishan Kumar S/o. Shri Manphool Singh w.e.f. 9-5-1997 is legal and justified ? If not, to what relief the workman is entitled ?”

2. Today the case was fixed for filing of Claim Statement by the workman. None appeared on behalf of the workman. No Claim Statement has been filed on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the same the present reference is dismissed in default. Central Government be informed.

S. M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2663.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पोस्ट ऑफिसेस के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-40012/124/95-आई आर (डी. यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal. Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Post Offices and their workman, which was received by the Central Government on 27-08-2003.

[No. L-40012/124/95-IR (DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, CHENNAI-104

Monday, the 11th day of August, 2003

PRESENT :

VHIRU V.K. THIRUNAVUKKARASU, B.Com., B.L.,
Industrial Tribunal

Industrial Dispute No. 73 of 1996

(In the Matter of dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Post Offices, Salem)

The Workman,
Thiru A. Raju,
Kanjanaickenpatti, B.O.,
a/w Pannapatti, S.O. 636 305.

AND

1. The Asstt. Suptd. of Post Offices,
Suramangalam Sub Division,
Salem West Postal Division,
Salem-636 004.
2. The Director of Postal Services,
Western Region,
O/o. the Post Master General,
Coimbatore (Tamil Nadu)
3. The Supdt. of Post Offices,
Salem West Division Salem-636 004.
4. The Director General of Post, D/o. Posts,
Ministry of Communications,
New Delhi-110001.

REFERENCE:

Order No. L-40012/124/95-IR (DU) dated 26th August, 1996 Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru C. Lakshmanan, Addl. Central Government Standing Counsel appearing for the Management, upon perusing the reference, Claim and counter statements and other connected papers on record and the Worker being absent, this Tribunal passed the following :

AWARD

The Govt. of India has referred the following issue for adjudication by this Tribunal :

“Whether the action of the management of the Post Offices, Salem in terminating the service of Shri A. Raju is proper, legal and justified; If not, to what relief the workman is entitled ?”

Petitioner's documents not filed. Petitioner called absent. No representation for petitioner. Counsel for respondent present. Industrial Disputes is dismissed for default. No costs.

Dated at Chennai, this 11th day of August, 2003.

THIRUV. K. THIRUNAVUKKARASU, Industrial Tribunal

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2664.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय भैंस अनुसंधान संस्थान के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 22/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42012/212/99-आई आर (डी. यू.)]
बी. म. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 22/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Instt. for Research on Buffaloes and their workman, which was received by the Central Government on 27-08-2003.

[No. L-40012/212/99-IR (DU)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER: Shri S. M. Goel

Case No. ID. 22/2000

Smt. Sheela Devi,
W/o. Shri Hans Raj,
Ward No. 11,
H. No. 494, Bharat Nagar,
Nr. M. C. Colony, Hissar.Applicant

Versus

The Director,
Central Institute for Research on Buffaloes,
Hissar.Respondent

REPRESENTATIVES

For the Workman	:	None
For the Management	:	R. K. Sharma

AWARD

(Passed on this 14th July, 2003)

The Central Government Ministry of Labour vide Notification No. L-42012/212/99/IR(DU) dated 27th January, 2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Director, Central Institute for Research on Buffaloes, Hissar (Haryana) in terminating the services of their workman Smt. Sheelo Devi W/o. Hans Raj, in the year 1994 is legal and justified ? If not, to what relief the workman is entitled ?"

Today the case was fixed for filing of Claim Statement by the workman. None appeared on behalf of the workman. No Claim Statement has been filed on behalf of the workman. It appears that the workman is not interested to pursue with the present reference. In view of the situation the present reference is dismissed in default. Central Government be informed.

Chandigarh : 14-7-2003.

S. M. GOEL, Presiding Officer.

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2665.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 121/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42011/34/91-आई आर (डी. यू.)]

बी. म. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 121/91) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 27-08-2003.

[No. L-40011/34/91-IR (DU)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officcr : Shri S. M. Goel

Case No. ID ,121/91

1. General Secretary, B.S.L. Project Mazdoor Ekta Union, Sunder Nagar (H.P.)
2. General Secretary, B.B.M.B. Karamchari Sangh, Sunder Nagar (H.P.)
3. General Secretary, B.S.L. Transport Workers' Union, Sunder Nagar (H.P.)
4. General Secretary, B.B.M.B. Workers Union, Slapper (H.P.) —Applicants.

V/s.

1. The Chairman, Bhakra Beas Management Board, Chandigarh-160036.
2. General Manager, Beas Project, Chandigarh-160036
3. The Chief Engineer, B.S.L. Project, Sunder Nagar, Township (H.P.) —Respondent

REPRESENTATIVES

For the Workman	:	Shri Dhani Ram
For the Management	:	Shri D.L. Sharma

AWARD

(Passed on 7-7-2003)

The Central Govt. Ministry of Labour vide Notification No. L-42011/34/91-I.R.D.U. dated 20th September 1991 has referred the following dispute to this Tribunal for adjudication :

"Whether all those employees who were transferred from Beas Constrn. Board under M/o Energy and Power B.B.M.B. w.e.f. 1-5-79 and onwards on different dates under 2-C Award of 1971 by CGIT, Chandigarh are entitled to terminal benefit of three months pay or maximum of Rs. 3000 whichever is less in term of letter No. 1031-51-BP-390/46 dated 8-2-73 (from the Secretary, Beas Construction Board, to the Chief Engineer, BSL Project Sunder Nagar (HP) as well as others) or not"

2. All the Trade Unions mentioned above have filed joint claim statement inter-alia pleading therein that as per the 2-C Award the employees who were transferred from Beas Construction Board w.e.f. 1-5-79 in terms of 2-C Award are entitled the terminal benefits of 3 months pay or maximum of Rs. 3,000 with 12% interest from the joining in BBMB as per the sanction but the Management discriminated in awarding the terminal benefits to the work charge and regular employees inasmuch as both the categories of the employees are performing the same duty. The denial of the terminal benefits is clearly violation of Articles 19, 41, 43 of the constitution of India. Thus the unions demanded the terminal benefits for the workcharge staff in terms of sanction dated 8-2-1973.

3. The Management in reply to the claim statement pleaded that as per the sanction dated 8-2-1973 alongwith letter dated 11-12-1973 the terminal benefits have been given to all regular employees working on the Beas Project whether drawn from the partner state/Electricity Board or unallocated or recruited by the Beas Project upto 1-11-1966 and those workcharge employees who were not entitled for the compensation on their retrenchment under the I.D. Act are also entitled for the terminal benefits and the Management has already paid the terminal benefits to the eligible employees of the management. It is thus prayed that the workcharged employees who are not covered under the sanction dated 8-2-1973 are not entitled for the terminal benefits and the management prayed for the rejection of the reference.

4. Replication was also filed by the Unions reiterating the claim made in the Claim Statement.

5. In evidence the Union produced as many as three witnesses in rebuttal the Management produced Bhagwan Dass MW1 and V. D. Walia as MW2.

6. I have heard the learned representatives of the parties and have gone through the record and evidence in the case

7. The learned representatives of the Unions argued that under 2-C Award there was no difference of workcharge and regular employees and without discriminating in the regular and workcharge all the employees are entitled for terminal benefits who were working on BCB on their transfer or on the retrenchment. The regular employees have been given the benefit of terminal benefit as per the sanction dated 8-2-1973 whereas the workcharged staff has been denied this benefit although both the categories of the employees were doing the same nature of job. On the other hand the learned representative of the management has referred me to the scheme dated 8-2-1973 vide which the cash payment towards terminal benefit to the Beas Project Employees was made and as per the scheme the terminal benefit was to be given to all regular employees working on the Beas Project whether drawn from partner States/Electricity Boards or unallocated or recruited by the Beas Project after 1-11-1966 and to those workmen who not entitled to compensation on retrenchment under the Workman Compensation Act on account of their salary being more than Rs. 5,00 per month and some condition like the person of the partner state will be entitled for terminal benefit when they left the project on their return to parent cadre or on transfer and in case of those recruited by the Board the terminal benefit would be given on retrenchment or termination of their services and minimum stay should be three years and this stay should be reckoned from 1-11-1966.

8. I have carefully gone through the contention of the rival parties and have also gone through the Award 2-C. The Unions also placed on the file the seniority list alongwith letter which is Ex. W1 on the workcharge staff. There are four conditions attached in the letter/sanction dated 8-2-73 and as per the scheme of the letter all those employees like regular are entitled for the terminal benefit and workcharge have been excluded for getting the terminal benefit the claim of the union that workcharge employees are doing the same duty as being performed by regular employees and once they are performing the same duty they are entitled for the terminal benefit also has no basis as the Unions have not proved by any evidence or sanction of the Management for the grant of terminal benefit as given to the regular employees working on the Beas Project. In my considered opinion under 2-C Award also they have not been equated with regular employees. Therefore, as per letter dated 8-2-73 only regular employees and other categories referred above have rightly been given the terminal benefit to the regular employees and all those employees who were transferred from Beas Construction Board w.e.f. 1-5-1979 and onwards. On different dates under 2-C Award of 1971 of CGIT, Chandigarh the petitioners are not entitled to the terminal benefit of three months pay or maximum of Rs. 3,000/- whichever is less in terms of letter dated 8-2-1973. I find no merit in the reference raised by the Unions and the same is returned against the Unions. Appropriate Authority be informed for publication.

Chandigarh

S. M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2666.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 28/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42012/26/92-आई. आर. (डी. यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/93) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 27-08-2003.

[No. L-42012/26/92-IR (DU)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : SHRI S.M. GOEL

Case No. ID 28/93

Sh. Dharam Pal S/o Sh. Bal Krishan
C/o Sh. R. K. Singh, President,
Nangal Bhakra Mazdoor Sangh,
Nangal Township, Distt.
Ropar-140124Applicant

Vs.

Chief Engineer, B.B.M.B. Nangal Township,
Distt. Ropar, 140124Respondent

REPRESENTATIVES:

For the workman : Shri R. K. Singh

For the management : Shri R.C. Atri

AWARD

(Passed on 9-7-2003)

The Central Govt. Ministry of Labour vide Notification No. L-42012/26/92-I.R. (D.U.) dated 7th January 1993 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bhakra Beas Management Board, Nangal Township, in terminating the services of Shri Dharam Pal, son of

Shri Bal Krishan w.e.f. 26-7-91 is justified ? If not, what relief he is entitled to ?”

2. In the claim statement it is pleaded by the workman that he was employed as unskilled mazdoor on daily wages since 5/1989 and continuously employed till 26-7-1991 when his services were terminated. It is further pleaded that the Nangal Workshop in which the workman was employed is a registered factory and more than 600 workmen were working there and the management while retrenching the services of the workman permission of the appropriate authority was not taken and three months notice was also not given. Thus the management has violated the Section 25-N of the I.D. Act 1947 and number of juniors have been retained in service by the management. It is thus prayed that he be reinstated in service with full backwages and other benefits.

3. Preliminary objection has been taken by the management in written statement that the workman obtained stay order/status quo order in the CWP No. 9327/89 which was finally disposed of on 18-7-1991 without any relief to the workman in view of the scheme of the management for deployment disengagement of the workforce strictly under the scheme of the management. It is further pleaded that Section 25-N is not applicable to the case of the applicant as the nature of the job of the workman was not that of regular nature and the applicant was retrenched on the completion of the job and he was allowed to continue in the job due to the stay order granted by the Hon'ble High Court and the service rendered by the applicant due to the stay order granted by the Hon'ble High Court is not to be reckoned for the purpose of Section 25-F and 25-N of the I.D. Act 1947. It is also pleaded that the applicant was offered wages in lieu of one month notice as well as retrenchment compensation and the applicant himself had not accepted the retrenchment compensation and wages for one month. But later on the applicant collected Rs. 2528-40 in cash on 18-5-1993 on account of retrenchment compensation. No person junior to the applicant retained in service except those having stay in their favour from the Hon'ble High Court. The applicant worked only for 111 days from August 1988 to July 1989 and he had not completed 240 days of service in one calendar year. The management thus prayed that there is no merit in the reference and the same deserves to be rejected.

4. Rejoinder was also filed reiterating the claim made in the claim statement.

5. In evidence the applicant filed his own affidavit as Ex. W1 and documents Ex. W2 to W9. He admitted in cross-examination that he is still in the service of the BBMB and he has filed the present case for giving him the benefit of continuity of service and for other benefits.

7. The management in evidence produced Shri A.K. Alhuwalia SDO who tendered his affidavit Ex. M1 and documents Ex. M2 to M8.

8. I have heard the learned representatives of both the parties and have gone through the evidence and record of the case. The facts of the case are admitted to some extent. It is admitted by the parties that the applicant obtained the status quo order from the Hon'ble High Court and the writ petition was finally disposed of on 18-7-1991 and due to the status quo order of the Hon'ble High Court the applicant continued in the service up to 26-7-1991. It is revealed from Ex. W3 placed on file by the workman that the applicant was appointed for the specific period of 6-7-88 to 31-7-1988 and as per the management the applicant worked for 111 days from 4/88 to 7/89 and he had not completed 240 days of service in one calendar year. The workman has not come out with any evidence that he had completed more than 240 days of service in one calendar year from 8/88 to 7/89. Therefore, I am of the opinion that the workman has not put in 240 days of service during the above period.

9. It is argued by the learned rep. of the workman that due to the status quo ordered by the Hon'ble High Court the workman has put in more than 240 days of service from August 1990 to July 1991 and at the time of termination Section 25-F and 25-N were not complied with and the workman is entitled to be reinstated in service. To my mind the argument of the learned representative of the petitioner has no base to succeed. It is settled principle of law that the number of days put in by the employees on account of some stay order granted by the courts, it will not be counted towards completion of 240 days in order to claim benefit U/S 25-F of the I.D. Act 1947. Therefore, there was no violation of Section 25-F of the I.D. Act by the management. Moreover, the management has already offered him the retrenchment compensation but the management was not under any obligation to comply with the provisions of Section 25-F of the I.D. Act 1947. Regarding the violation of Section 25-N it is admitted case of the parties that the applicant was working on daily wage basis and he was not a permanent employee of the management and the services of the workman was terminated specially in view of the work of the management came to an end. The reference received from the Appropriate Govt. is that of termination and no specific reference for the violation of Section 25-N. Therefore, also in my considered opinion, the management was also not bound to take any prior permission from the appropriate authority before retrenching the workman as he was only a daily wager and that too he had not completed 240 days of continuous service with the management. The authority cited by the learned representative of the workman in the case of Leather and Leather goods Democratic Union vs. Joint Commission of Labour Madras L.L.J-II (Page 929) has no application in the present case as the facts of the case in hand are different from the case set out in the authority cited.

10. Regarding the retaining of the juniors there is no evidence led by the workman to prove this and it is also

pleaded by the management that only those who got stay in their favour has been retained and no other junior have been retained, has also not been confronted by the workman by any document or evidence. Therefore, there is no merit in the argument of the learned representative of the workman regarding retaining of the juniors.

11. In view of the discussion made in the earlier paras there is no merit in the present reference and the same is answered against the workman holding that termination of the workman by the management is perfectly legal and justified and the workman is not entitled to any relief. Appropriate Govt. be informed for publication of the Award.

Chandigarh

S.M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2667.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय औंस अनुसंधान संस्थान के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 23/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42012/218/99-आई. आर. (डी. यू.)]
बी. एम. डेविड, अधर सचिव

New Delhi, the 27th August, 2003

S.O. 2667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Instt. for Research on Buffaloes and their workman, which was received by the Central Government on 27-08-2003.

[No. L-42012/218/99-I.R. (D.U.)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Presiding Officer : SHRI S.M. GOEL

Case No. ID 23/2000

Smt. Kamala Devi W/o. Sh. Radhey Shyam,
Bharat Nagar, Ward No. 11,
H. No. 598, Nr. M.C. Colony, Hissar.Applicant

Vs.

The Director
Central Institute for Research on Buffaloes,
HissarRespondent

REPRESENTATIVES

For the workman : None.
 For the management : R. K. Sharma

AWARD

(Passed on 14th July, 2003)

The Central Govt. Ministry of Labour vide Notification No. L-42012/218/99-IR (D U) dated 27th January, 2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Director, Central Institute for Research on Buffaloes, Hissar (Haryana) in terminating the services of their workman Smt. Kamla Devi W/o. Sh. Radhey Shyam in the year 1994 is legal and justified ? If not, to what relief the workman is entitled ?"

2. Today the case was fixed for filing of Claim Statement by the workman. None appeared on behalf of the workman. No Claim Statement has been filed on behalf of the workman. It appears that workman is not interested to pursue with the present reference. In view of the above situation the present reference is dismissed in default. Central Govt. be informed.

Chandigarh :
 Dated 14-7-2003

S. M. GOEL. Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2668.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. बी. एम. बी. के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 76/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42012/174/92-आई आर (डी. यू.)]
 बी० एम० डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2668.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/94) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 27-08-2003.

[No. L-42012/174/92-I.R. (D.U.)]
 B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER: SHRI S. M. GOEL

Case No. ID 76/94

Sh. Balbir Singh
 C/o Sh. R. K. Singh, President,
 Nangal Bhakra Mazdoor Sangh
 Nangal Township. Distt. Ropar (Pb.)

....Applicant

Vs.

Chief Engineer, Bhakra Dam, B.B.M.B. Nangal Township,
 Distt. Ropar (Pb.)

....Respondent

REPRESENTATIVES

For the workman : Shri R. K. Singh
 For the management : Shri R. C. Attri

AWARD

(Passed on 2-7-2003)

The Central Govt. Ministry of Labour vide Notification No. L-42012/174/92-I.R. (D.U.) dated 3rd August, 1994 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Chief Engineer, B.B.M.B., Nangal Township, in terminating the services of Shri Balbir Singh S/o Sh. Dasondhi Ram, Daily wages Carpanter w.e.f. 4-6-1990 and subsequently on 31-10-90 is justified ? If not, to what relief the concerned workman is entitled to ?"

2. It is submitted by the applicant in his claim statement that he was employed as Carpanter Grade II since 11/88 and he was allowed to work upto 4-6-90. It is also submitted that he was not allowed to work during the months of 12/88, 1/89, 4/89, 10/89 yet he put in 240 days of service. It is also pleaded that no retrenchment compensation was paid at the time of compensation nor any one month notice or notice pay was paid. Moreover the management also violated the provision of Section 25-N of the I.D. Act. as no provision has been obtained from the Government. Fresh hands were also recruited.

The applicant thus has prayed for his reinstatement in service with full backwages.

3. The Management in the written Statement has taken preliminary objection that the applicant had filed a civil suit No. 173 on 19-11-1990 for the same cause of action which was decided by the senior Sub Judge Ropar on 15-6-1992. On merits, it is pleaded that workman never

completed 240 days in 12 calendar month and no junior to the applicant was allowed to continue. It is further pleaded that one month notice was served upon the applicant and notice pay/last pay was offered to the workman but he failed to receive the same. The applicant also filed a writ petition in the High Court for same cause of action but the same was dismissed. The Management prayed for the dismissal of the reference.

4. Rejoinder was also filed by the Applicant reiterating the claim made in the claim statement.

5. In evidence applicant filed his own affidavit as Ex. W1 and documents Exs. W2 to W6. In cross-examination the applicant admitted that he had filed a civil suit in the court of Sub Judge Ropar against his retrenchment which was dismissed on 15-6-1992. In rebuttal the Management filed the affidavit of R. K. Ahluwalia.

6. I have heard the arguments of the parties on the preliminary objection regarding filing of civil suit by the applicant for the same cause of action and also gone through the judgement of the Senior Sub Judge, Ropar dated 15-6-1992. It is admitted by the workman himself that he filed a civil suit in the court of Senior Sub Judge against his termination. One of the issues in the civil suit was whether the plaintiffs had completed 240 days of service before their date of retrenchment and are entitled to the benefit of Section 25F of the Industrial Disputes Act, 1947. It was held while deciding this issue that the applicant had not completed 240 days in one calendar year and thus the management was not bound to comply with the section 25F of the I.D. Act. and this was decided against the workman. The Learned Representative of the Management has argued that once the applicant has availed the remedy of the Civil Court, the applicant is debarred from raising the reference in this Tribunal and this would amount to *res judicata*. On the other hand the Learned Representative of the workman has drawn my attention to the judgement of Hon'ble Supreme Court in the case of the Rajasthan State Road Transport Corporation and another Vs. Krishan Kant and others Reported in 1995(2) SLR 784. It is held by the Hon'ble Supreme Court in para 23 of the Judgement that if the dispute is an Industrial Dispute arising out of a right or liability under the general or common law and not under the Act, the jurisdiction of the Civil Court is alternative leaving it to the election of the suiter concerned to choose his remedy for the relief which is competent to be granted in a particular remedy. In the case in hand the applicant chose to challenge his termination in the Civil Court and the Civil Court dismissed his suit and rejected his claim for reinstatement as he failed to prove that he had worked for more than 240 days during one calendar year immediately preceding to the date of termination. The judgement of the Civil Court has already attained finality as it has never been challenged in any superior court. Thus in my considered opinion the applicant has already availed

his remedy, he is therefore debarred from raising the present reference and the present reference is very much covered under the principle of *Res judicata*. The workman is thus not entitled to maintain the present reference and the reference is accordingly returned to the appropriate authority. Appropriate Govt. be informed.

Place : Chandigarh

S.M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2669.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी०बी०एम०बी० के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 67/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-42012/163/90-आई आर (डी. सू.)]
बी० एम० डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2669.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/91) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 27-08-2003.

[No. L-42012/163/90-IR (DU)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : SHRI S. M. GOEL

CASE NO. ID 67/91

General Secretary,
B.B.M.B. Karamchari Sangh,
Nangal Township, Distt. Ropar.

...Applicant

Vs.

Chief Engineer, B.B.M.B. Nangal Township,
Distt. Ropar.

...Respondent

REPRESENTATIVES

For the workman	:	Shri Sat Paul Shah
For the management	:	Shri R. C. Sharda

AWARD

(Passed on)

The Central Govt. Ministry of Labour vide Notification No. L-42012/163/90-I.R. (D.U.) dated 4th June, 1991 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bhakra Beas Management Board is justified in not allowing Sh. Prithi Chand, workcharged Special Grade I, Bhakra Mechanical Division of Nangal Mechanical Circle, Nangal. Pay protection of Rs. 1120 w.e.f. 7-5-83, date on which he was re-employed in newly constituted B.B.M.B.? If not, what relief the concerned workman is entitled to ?”

2. It is pleaded in the claim statement by the applicant that he was appointed on Bhakra Dam Project on 20-12-1948 and served the project upto 12-5-1969 as Assistant foreman special. He has also served B.S.L. Project from 13-5-69 to 12-10-1978 and he was drawing basic pay of Rs. 1120 in the scale of Rs. 700—1200 while working as foreman special. Later on he was re-employed on 7-5-1983 in the category of chargeman special grade I in the pay scale of Rs. 510—940 at the initial pay of Rs. 510. It is further pleaded that the pay of eight workmen retrenched from Bhakra Dam Project and re-employed were also protected and pay of Sh. Karam Chand driver and Ram Sarup Crain operator who were retrenchees of B. S. L. Project were also protected on re-employment in BBMB. It is also pleaded that pay of Sh. Ram Rattan Rigger and Lal Chand Fitter was also protected in pursuance of Central Labour Court decision dated 13-4-1985. It is prayed that the workman may be given the benefit of the pay protection and his pay may be fixed at Rs. 1120 w.e.f. 7-5-1983, the date of re-employment.

3. In the written statement it is pleaded that the workman who was appointed as Chargeman special grade-I (workcharged) on 18-10-1983 and not on 7-5-83. He was granted four additional increments raising his pay to Rs. 570 w.e.f. 18-10-83 as per the policy framed by the management on 13-5-76. The workman also got retrenchment compensation from the BSL project and therefore, he is not entitled for protection of pay. Thus it is prayed that there is no merit in the reference and the same be rejected.

4. Replication was also filed reiterating the claim made in the claim statement.

5. In evidence the applicant filed his affidavit Ex. W1 and also produced W2 to W4 documents. In rebuttal the management produced M.L. Bangar as MW1 who filed his affidavit Ex. M1. I have heard the Ld. representatives of the parties and have also gone through the written arguments filed by the parties.

6. Only question to be decided in this case is whether the workman is entitled for the protection of his pay of Rs. 1120 on his re-appointment in the pay scale of Rs. 510—940. It is admitted case of the parties that the applicant is retrenched of the BSL Project and he already got the retrenchment compensation on his retrenchment from BSL project. It is also admitted that the applicant was working as foreman special with the BSL project and he was later on re-employed as Chargeman special grade-I. The management has based their argument on the letter dated 13-5-1976 which is a policy decision of the Bhakra Beas Management Board in which it has been decided that one increment for two completed years of past service to the retrenched workman would be allowed on his fresh appointment subject to the maximum of the five increments. The management has already allowed him four increments for the past service and the workman accepted the offer of re-employment and scale was also mentioned in the appointment letter itself. Therefore, the workman now cannot claim that he should be given the pay protection and he should be fixed at Rs. 1120. At the time of retrenchment the applicant was working as foreman special and on re-employment he was engaged as chargeman special grade-I. The argument of the Ld. representative of the workman that many persons namely Kishan Chand work mistry, Karam Chand driver and other were given the benefit of the pay protection on their re employment is of no help to the applicant as their cases were different from that of the workman. They were re-employed in the same trade on their re-employment. Therefore, I find no merit in the reference of the workman and the same is answered against the workman. The reference is disposed off. Central Govt. be informed.

Chandigarh, dated : 4-7-2003

S.M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2670.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास रेजीमेन्टल सेन्टर के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 90/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-14012/6/2003-आई आर (डी. यू.)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2670.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of Madras Regimental Centre and their workman, which was received by the Central Government on 27-08-2003.

[No. L-14012/6/2003-IR (DU)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 21st August, 2003

Present : K. JAYARAMAN,
Presiding Officer

INDUSTRIAL DISPUTE No. 90/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Madras Regimental Centre and their workman Sri M. Disokumar).

BETWEEN

Sri M. Disokumar : I Party/Workman

AND

The Commandant, : II Party/Management
Madras Regimental Centre,
Nilgiris.

Appearance :

For the Workman : None

For the Management : Mr. K.M. Venugopal,
ACGSC,
D. Sivaramkumar &
Veenapremchandar,
Advocates.

The Central Government, Ministry of Labour vide Notification Order No. L-14012/6/2003-IR (DU) dated 14-05-2003 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Commandant, Madras Regimental Centre, Wellington in terminating the services of Shri M. Disokumar is justified ? If not to what relief he is entitled to ?"

2. The matter was taken up on the file of this Tribunal as I.D. No. 90/2003 and notices were issued to both sides. The workman never appeared before this Court even after two notices. On the side of the Management, the II Party has filed Counter Statement.

3. But none has put up appearance. The Petitioner/Workman has not appeared even after two notices. It

appears that the Petitioner/Workman is not interested in pursuing the reference.

4. In view of the above circumstances, the present reference is returned to Ministry for want of prosecution. The Central Government is informed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st August, 2003).

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2671.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल ऑफिनेस डिपो के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल. सी/आर/198/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-08-2003 को प्राप्त हुआ था।

[सं. एल-14012/12/92-आई. आर. (डी. यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2671.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/198/93) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Central Ordnance Depot and their workman, which was received by the Central Government on 27-08-2003.

[No. L-14012/12/92-IR (DU)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R/198/93

PRESIDING OFFICER: SHRIRAM K. DUBEY

Shri Shambhu Nath,
House No. 872, Gali No. 17,
Sadar Bazar,
Jabalpur.

....Applicant

Versus

The Commandant,
Central Ordnance Depot,
Jabalpur

....Non-applicant

AWARD

Passed on this 13th day of August-2003

1. The Government of India, Ministry of Labour vide order No. L-14012/12/92/IR-DU dated 24-9-93 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Central Ordnance Depot, Jabalpur (MP) in terminating the services of Shri Shambhoo Nath, Ex. T.No. 5217 vide their order dated 14-12-90 is justified ? If not, what relief he is entitled to ?”

2. The statement of claim filed on behalf of the workman in brief is that the workman worked as labour under the non-applicant. Applicant's service record was satisfactory. Applicant was served with a chargesheet dated 22-1-90 for the alleged mis-behaviour with superior authorities. The Enquiry Officer conducted the enquiry against the workman and found the charge levelled against the workman proved. The Disciplinary Authority vide order dated 14-12-90 imposed the punishment of removal from service on the workman. The appellate Authority rejected the appeal of the workman. Applicant challenged the enquiry on various grounds and also submitted that the sentence of termination imposed upon the applicant is very severe and harsh. It was prayed by the applicant that the enquiry conducted against him be declared as illegal and the applicant be taken back into the service after setting aside the removal order.

3. Non-applicant management in its reply submitted that the applicant had committed gross misconduct and had shown utmost disregard and faithlessness towards his superior officers by resorting to physical assault. Applicant remained absent from the working place of duty. His working place of duty was Ammunition Sub Depot which is highly sensitive. Therefore the enquiry was conducted against the applicant. Proper opportunity to cross-examine the management witnesses and to produce defence given to the applicant and later as the Enquiry Officer found the charges proved, Disciplinary Authority passed the order of termination of the services of the applicant workman. It was prayed by the non-applicant management that the punishment imposed upon the applicant is just and proper therefore applicant's statement of claim be rejected.

4. Preliminary issues were framed on 28-4-95 on 1-9-99, this court held that the procedure adopted by the Enquiry Officer is just, proper and legal. Now the issue Nos. 4 & 5 alone remains to be decided. Issue Nos. 1, 2 & 3 were decided in favour of the management.

5. Issue No. 4 : Whether the punishment awarded is proper and legal ?

Issue No. 5 : Relief and costs ?

5. Issue No. 4 :

It is clear from the enquiry papers that the applicant remained absent from his place of duty, threatened his immediate officer with dire consequences and it was also stated by his superior officer that after the closing of the working hours applicant with another man followed his superior officer although this last point was not supported by any witness. As my predecessor found that the DE conducted against the applicant workman is just and proper therefore it is not necessary for me to discuss the details of the evidence. Applicant workman was punished for his absence at the place of working and threatening of his superior officer but after considering the whole case in my view the punishment imposed upon the workman is unreasonably harsh. Applicant workman may be punished with stoppage of increments and reduction in the rank or seniority. This sentence is just and proper sentence for the applicant and if in future applicant repeated any of the offence or committed any offence, then after proper enquiry, he can be dismissed from service.

6. Therefore accordingly my view is that the punishment of termination of service imposed upon the workman is unreasonably harsh and improper therefore the non-applicant's order of termination of service of the workman is set aside.

7. Issue No. 5 :

As I mentioned in last para that the order of termination of service imposed upon the workman is unreasonably harsh and improper. Non-applicant after considering the offence may order the stoppage of increments and or reduction of rank or loss of seniority to the applicant workman. Applicant's statement of claim in these circumstances are accepted and it is ordered that the applicant should be reinstated in service but as it is proved that the applicant misbehaved with the superior, no back wages for this period shall be paid to the workman. Both parties shall bear their costs themselves. Advocate fees is Rs. 1500 if certified.

8. The reference of the Ministry is answered that the action of the management of COD, Jabalpur in terminating the services of applicant workman vide their order dated 14-12-1990 is not justified. Applicant is entitled to reinstatement in service without back wages.

9. The copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

R.K. DUBEY, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2672.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/प्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 117/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-08-2003 को प्राप्त हुआ था।

[सं. एल-12012/321/96-आई. आर. (बी. II)]
सी. गंगाधरण, अखर सचिव

New Delhi, the 27th August, 2003

S.O. 2672.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 117/97) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Dhanbad No. 2 as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen, received by the Central Government on 26-08-2003.

[No. L-12012/321/1996-JR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT : Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)
(d) of the I.D. Act, 1947.

REFERENCE NO. 117 of 1997

PARTIES:

Employers in relation to the management of Bank of India and their workmen

APPEARANCES:

On behalf of the workman : Mr. K. Chakravorty,
Advocate.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

State : Jharkhand **Industry : Banking**

Dated, Dhanbad, the 13th August, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/321/96/IR(B-II), dated the 18th August, 1997.

SCHEDULE

"Whether the action of the management of Bank of India, Satgawan Branch, Hazaribagh in terminating the services of Shri Ashok Kumar, Daily rated worker w.e.f. 23-11-95 without following the provisions of

Section 25F of the I.D. Act, 1947 is legal and justified ? If not, to what relief the said workman is entitled ?"

2. The case of the concerned workman according to Written Statement submitted by him in brief is as follows :—

He submitted that he was originally engaged on 19-4-85 at Charhi Branch of Bank of India against permanent vacancy. He disclosed that though he was engaged by the management against permanent vacancy the management designated him as Badli Sepoy and sometimes designated him as Badli Sweeper. Thereafter he was transferred to Regional Office at Hazaribagh and worked there continuously from 2-1-89 to 17-11-90. Again he was transferred to Bansodih Sakha branch as per direction of the Regional Office Hazaribagh and he worked there continuously from 19-11-90 to 12-7-93. During this period he not only drew his wages but also management paid him T.A. and Haulting allowance Bonus etc. Thereafter he was transferred to Satgaon branch where he worked from 13-7-93 till the date when he was stopped from his work. He disclosed at Satgaon branch though he worked against permanent vacancy management used to designate him as daily rated worker. He submitted that during this period he worked under the management continuously and for more than 240 days in each calendar year and also received full wages, Bonus etc. He submitted that though he worked under the management as permanent workman against permanent vacancy they paid him wages less than the wages of permanent worker taking the plea of Badli worker illegally and arbitrarily. He alleged that when he placed his claim for regularisation of his service management became very much annoyed and stopped him from service with effect from 23-11-95. He disclosed that the management stopped him from service without assigning any notice or paying any compensation as provided under Section 25F of the I.D. Act. He alleged that management illegally, arbitrarily and violating the principles of natural justice stopped him from service. After stopping him from service he submitted representation to the management for his regularisation but management did not pay any heed to his appeal and for which he raised an industrial dispute before the ALC (C) Hazaribagh for conciliation which ultimately resulted reference to this Tribunal for adjudication. The concerned workman accordingly submitted his prayer to pass Award directing the management to reinstate him with full back wages with other consequential benefits.

3. Management on the contrary after filing written statement-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in the W.S. They submitted that the concerned workman was daily rated worker engaged at Satgaon Branch for some period in 1993 with a view to perform some job casual in nature and as and when required. He was also engaged for some period in the year 1994, 1995 in the same capacity.

They submitted further that the concerned workman never completed 240 days of attendance during any of the years of 1993, 1994 and 1995 as daily rated worker. They submitted that Satgaon Branch was opened by the management for meeting the Banking need of that village. There existed no permanent vacancy in class III or IV post and no workman was engaged against any vacant post. The concerned workman used to be engaged on daily rated basis as and when required for carrying certain miscellaneous jobs. He was not required to remain for his duties for the entire period during which Bank remained opened. They further submitted that the management used to pay wages to the concerned workman as daily rated worker and for which they denied the fact that any discrimination was shown to him. They submitted that management maintain set of rules for recruitment of Class IV staff and in that connection all such workers working on daily rated basis at different branches are given opportunities to appear before the selection committee to pass necessary qualified examination and test and on the basis of recommendation of selection committee such person is provided employment against permanent vacancy. The concerned workman also was given scope for appearance in the interview and to take part in the selection process which was held at Regional Office on 25-7-96, but he could not succeed in the said post test and for which he was not found suitable for his selection in Class IV post. Accordingly they had no scope to take him on the roll of the management as Class IV employee. They submitted further that provision of Section 25F was not applicable in the case of the concerned workman and for which they were not liable either to issue notice or to pay compensation as provided under the said Section. They categorically denied violation of any provision as laid down under Section 25F of the I.D. Act, 1947. Disclosing this fact they submitted that they did not commit any illegality, or impropriety in terminating the services of the concerned workman by taking any arbitrary decision. They also denied the fact that they violated the principle of natural justice in stopping the concerned workman. Accordingly they submitted their prayer to reject the claim of the concerned workman.

4. Points to be decided in this reference are :—

“Whether the action of the management of Bank of India, Satgaon Branch, Hazaribagh in terminating the services of Shri Ashok Kumar, Daily rated worker w.e.f. 23-11-95 without following the provision of Section 25-F of the I.D. Act, 1947 is legal and justified ? If not, to what relief the said workman is entitled ?”

FINDINGS WITH REASONS

It transpires from the record that the concerned workman examined himself as WW-1 in order to substantiate his claim. Management on the contrary examined one witness as MW-1 in support of their claim. It is the specific

contention of the concerned workman that on 9-4-85 he was appointed at Charhi Branch of Bank of India against permanent vacancy. In course of his rendering service there he was transferred to Hazaribagh Regional Office of the management and there he worked continuously from 2-1-89 to 17-11-90. From the said Regional Office Hazaribagh he was again transferred to Bansodih Sakha of Bank of India as per direction of Regional Office, and worked there continuously from 19-11-90 to 12-7-93. He submitted that while he was posted in the said branch he was again transferred to Satgaon Branch and worked there from 13-7-93 till 23-11-95. He disclosed that his service at Regional Office Hazaribagh from 19-11-90 to 12-3-93 and his service at Satgaon from 13-7-93 to 23-11-95 was continuous. He disclosed that during the period of his service there he received not only T.A. Hauling allowance but also received Bonus. He further submitted that during this period he worked for more than 240 days in each calendar year. He alleged that as he raised his demand for regularisation of his service as Sub-Staff under the management he was stopped from service without assigning any reason. He alleged that before stopping from service the management did not issue either any notice to him or paid him any compensation as per provision laid down under Section 25F of the Industrial Dispute Act. On the contrary management denying the claim of the concerned workman submitted that the concerned workman was a daily rated worker engaged at Satgaon, during some period of 1993 with a view to perform some casual nature of job as and when required. He was also engaged for some period in the year 1994 and 1995 in the same capacity as daily rated worker as and when required. They denied the fact that the concerned workman ever completed 240 days of attendance each year during the period from 1993 to 1995. They disclosed that Satgaon branch was a small unit of the management and the said unit was opened to meet the need of the villagers of the village. There existed neither any permanent vacancy in the post of Class III nor of Class IV and no workman was engaged against any vacant post. They disclosed that the concerned workman used to be engaged on daily rated basis as and when required for carrying certain miscellaneous job. He was not required to remain for his duties for the entire period during which Bank remained opened. They further disclosed that considering the nature of engagement the concerned workman as daily rated worker was received wages as per the contract of employment for a particular period. He was never appointed against any permanent vacancy for getting his selection as per recruitment rules maintained by the management for appointment of Class III and IV Staff. They disclosed that the concerned workman was given scope for appearance in the interview and to take part in the selection process which was held at Regional Office on 25-8-96 but he could not succeed in the selection test and was not found suitable for his selection in Class IV post. Accordingly there was no scope to take him on the roll of

the management as class IV employees. Disclosing this fact the management submitted that processing scope on the part of the management either to give notice or to pay any compensation to the concerned workman as per provision laid down under Section 25F of the I.D. Act. The facts which the management disclosed in the written statement-cum-rejoinder has gone far away from the facts disclosed by MW-1 while he was examined as witness of the management. MW-1 who happened to be the Branch Manager of Satgaon branch from 1992 to November, 1994 disclosed that the concerned workman was a resident of Hazaribagh but occasionally he used to visit Satgaon and during his visit he got himself acquainted with and for which knew him. He disclosed that during this period he engaged the concerned workman to spray water on the Khaskhas of his branch during the period of summer. His engagement to spray water on the Khaskhas was not on regular basis. He categorically denied that the concerned workman was ever appointed by him at on his bank because of the fact that he did not have any authority to appoint any staff without sanction of his superior. He disclosed that for spraying water he used to pay him from contingency fund. He was never allowed to sign the attendance Register of the Bank. He also denied the fact that the concerned workman continuously worked in the said branch under him for more than 240 days in a year. WW-1 on the contrary during his evidence corroborated the facts which he disclosed in his written statement. It is seen that the facts disclosed by MW-1 finds no corroboration of the facts which the management disclosed in the written statement. However, considering the facts disclosed in the pleadings of both sides and also considering the facts disclosed in the evidence of MW-1 and WW-1 I find sufficient reason to believe about engagement of the concerned workman at Satgaon and Bansodih Sakha with effect from 19-11-92 to 23-11-95. It transpires that the concerned workman was stopped from his work by the management on 23-11-1995 while he was engaged at Satgaon branch. It is the contention of the management that the concerned workman used to work under them on piece rated basis as and when required. They categorically denied the fact that the concerned workman continuously worked under the management during the period in question and accordingly there was no question of giving his attendance for more than 240 days in each calendar year. MW-1 during his cross-examination admitted that a workman who works under the management for 30 days is entitled to get bonus. But he did not disclose actually for such work which amount he is eligible to get bonus. On the contrary the document marked as X for identification transpires that during the year 1991, 1992 the concerned workman received bonus amounting to Rs. 1500.39 P. This document further shows that he worked under the management continuously from April, 1991 to March, 1992 and received wages, special allowance, D.A. and H.R.A. totalling amounting to Rs. 18,000.79 P. Annexed sheet further disclosed that the

concerned workman was designated as temporary sub-staff of Bansodih branch under the management and during that financial year he received total salary of Rs. 18,091.79P and received Bonus Rs. 1500.39P. No cogent evidence is forthcoming on the part of the management denying this statistics which was prepared in Form C by the management. This Form C also bears the seal and signature of the Manager of the Bank. Again considering another Form-C prepared by the Manager, Bansodih branch of Bank of India it transpires that the concerned workman during the financial year from 1990 to 1991 received total salary of Rs. 6000.83 P and received Bonus of Rs. 504.20P. for his work for the period of five months as sub-staff. Therefore, it is clear that during the period 1990-91, 1991-92 the concerned workman worked at Bansodih branch for a period of 5 months and full years respectively, and received wages to that effect as Temporary sub-staff. The concerned workman in support of his engagement at Satgaon branch relied on document marked as Ext. W-1 and W-2. He disclosed that during his employment at Satgaon branch he was entrusted to bring stationery etc. from Regional Office. During this period of employment he received not only T.A., but also received Haulting allowance. The concerned workman during his evidence relied on the statement of his attendance which he gave at Satgaon branch for the period from 1993 to 1995. I have carefully considered all the statements and it transpires clearly that during this period the concerned workman attended his duties for more than 240 days in each year and received wages and Bonus from the management. Therefore, it is seen that the concerned workman continuously from 1991 to 1995 till he was stopped from his service worked at Bansodih and Satgaon branch of the management. It is the claim of the management that the concerned workman was a daily rated worker and his service was utilised intermittently when required. The document which the concerned workman submitted were the document of the management. These documents on the contrary have revealed a quite a different picture. The statement in Form C shows clearly that the status of the concerned workman was temporary sub-staff and he worked continuously all throughout the year. Therefore, management cannot avoid responsibility to establish the claim that the concerned workman intermittently used to be engaged as daily rated worker. Considering evidence of MW-1 I have failed to find corroboration of this fact. Management also have failed to produce any other cogent document to show that he was engaged as daily rated worker and requisition for his work was absolutely intermittent in nature. MW-1 submitted that in course of his service the concerned workman when used to visit at Satgaon branch was acquainted with him and consequence to that acquaintancy he was engaged by him to spray water on the Khas Khas absolutely on temporary basis. To this effect the management has failed to produce single scrap of paper. On the contrary from the documents of the management which the concerned

workman relied on it transpires clearly that he was initially engaged as temporary Sub-staff at Bansodih branch and thereafter at Satgaon branch and regularly he drew his wages and bonus from the said two branches. The concerned workman during his evidence disclosed that initially he was engaged at Charhi branch on 19-4-85 and thereafter he was transferred to Regional Office, Hazaribagh as Sub-staff and worked there with effect from 2-1-89 to 17-11-90. To this effect the concerned workman has failed to submit any paper and for which I do not find reason to uphold such claim of the concerned workman. Considering materials on record that he worked continuously during the year 1991-92 at Bansodih branch and from 1992 to 1995 at Satgaon branch management submitted that the manager had no authority to engage any sub-staff without prior sanction of the superior authority. I do not find any reason to raise any question in this regard but considering materials on record it transpires clearly that the superior authority had absolute knowledge and consent about engagement of the concerned workman as temporary Sub-staff at Bansodih branch and Satgaon branch. Had that not been so there was no scope on the part of the management to show the status of the concerned workman as temporary sub-staff in Form C filled up by the Branch and forwarded to the Regional Office. Accordingly there is sufficient reason to believe that with the tacit consent of the superior authority the concerned workman was continuously allowed to work as temporary sub-staff in the said two branches. It is the contention of the management that they maintain Recruitment Rules for recruitment of sub-staff under them. They disclosed that on 25-7-96 scope was given to the concerned workman for his appearing in the interview and to take part in the selection process which was held at Regional Office on 25-7-96. As the concerned workman did not succeed he was not considered suitable for his selection in Class IV post and for which there was no scope to take the concerned workman as Class IV employee. The management has got ample scope to produce Recruitment Rules relating to Recruitment of sub-staff for consideration of this Tribunal in course of hearing but they did not consider necessary to do so. Management also did not consider necessary to submit relevant papers to show that the concerned workman appeared in the Selection Test held on 25-7-96 for his selection as Sub-staff but they did not also consider necessary to do so. It is the specific contention of the concerned workman that he was stopped from his work with effect from 23-11-95 without showing any reason, issuance of any notice and also without paying any compensation to him as per provision laid down under Section 25F of the I.D. Act, though he worked continuously under the management. I have already discussed about the performance of duties of the concerned workman during the period from 1991 to 1995 till he was stopped from his duties as Sub-staff at Bansodih branch and Satgaon branch. There is no whisper on the part of the management that the

concerned workman was not stopped from his work with effect from 23-11-95. Therefore, I do not find any reason to disbelieve the contention of the concerned workman about stoppages of his work by the management from that date in question. Accordingly it should be taken into consideration that the concerned workman had no manner of relation with the management with effect from 24-11-95. I have failed to understand when a person had no relation with the management with effect from 24-11-95 how he was asked to appear in the selection test conducted by the management on 25-7-96. Accordingly I am in absolute doubt if at all such selection test was conducted. There is also reason to believe that a person cannot get proper and fair justice when that concern without assigning any reason stopped him from service knowing fully well that he was utilised by that concern as temporary Sub-staff continuously from 1990 to 1995. Learned Advocate for the concerned workman in course of hearing argument relied on decision in support of the claim of the concerned workman reported in 1976 LLJ 478 (SC), 1982 Supreme Court Cases L & S 124, 1986 LLJ 127 (Supreme Court), 1989 Lab I.C 666 Patna High Court 1995-1 L & N 1050 Orissa High Court. I have carefully considered the views extended by the Hon'ble Apex Court and Hon'ble High Court, Patna and Orissa in the matter of termination of any casual workman and liability of the management to issue notice under Section 25F of the I.D. Act. In the decision reported in 1982 SSCL & S page 124 (Supreme Court) Their Lordship in para 11 has clearly pointed out the definition of casual labour. Their Lordship observed that casual labour refers to labour whose employment is seasonal, intermittent, sporadic or extends for short period. Labour of this kind is normally recruited from the nearest available sources. He is not liable to transfer, condition to permanent and temporary staff did not apply such labour. Claim of the management shows clearly that the concerned workman was engaged as daily rated worker whenever his service was required. They further submitted that the concerned workman never worked under the management for 240 days in each year. I have already discussed above that the management have failed to substantiate their claim lamentably. On the contrary from the material documents submitted by the workman it transpires clearly that he worked under the management as temporary Sub-staff and not only enjoyed salary but also enjoyed D.A., H.R.A. and Bonus. The amenities which the concerned workman enjoyed only can be enjoyed by permanent and temporary staff and not by any casual labour according to the definition referred to above and the observation made by the Hon'ble Apex Court. Therefore, it is seen that the management took the plea that the concerned workman was engaged as daily rated worker finds no basis. Actually his service was exploited as temporary Sub-staff and this fact will get its corroboration to the effect that Satgaon branch was opened when there was no permanent Class III and Class IV staff with a view to give banking benefit to

the villagers. It is curious to note that the bank started into operation without any permanent Sub-staff or permanent class III staff. It is seen that operation of the said branch was continuous in nature. There is sufficient reason to believe that the management exploited the services of the concerned workman as temporary Sub-staff at Satgaon branch as there was no permanent Sub-staff according to their own statement. Therefore, there is no scope to say that the concerned workman was engaged as daily rated worker. Accordingly, I consider in view of my discussion above and in view of the decisions of the Hon'ble Apex Court, Patna and Orissa High Courts which the representative of the concerned workman referred I hold that the management took illegal and arbitrary decision in stopping work of the concerned workman with effect from 23-11-95 without issuance of any notice or giving any compensation as per provision laid down under Section 25F of the I.D. Act. Accordingly, I hold that the concerned workman should be reinstated to his original position with 50% back wages from the date of receipt of this reference case by this Tribunal from the Ministry i.e. on and from 18-11-97. In the result, the following Award is rendered :—

"The action of the management of Bank of India, Satgawan Branch, Hazaribagh in terminating the services of Shri Ashok Kumar, Daily rated worker w.e.f. 23-11-95 without following the provisions of Section 25F of the I.D. Act, 1947 is not legal and justified. Consequently, the concerned workman is entitled to get reinstatement with 50% back wages from the date of receipt of this reference case by this Tribunal from Ministry i.e. on and from 18-11-97."

2. Management is directed to implement the Award within three months from the date of publication of the Award in the Gazette of India.

B. BISWAS, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का. आ. 2673.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, युसूफ एंड ब्राइट्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण धनवाद नं. 2 के पंचाट (संदर्भ संख्या 10/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2003 को प्राप्त हुआ था।

[सं. एल-29012/20/90-आई. आर. (विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S. O. 2673.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/1990)

of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad No. 2 as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Yusuf and Bros. and their workman, which was received by the Central Government on 26-08-2003.

[No. L-29012/20/90-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 10 of 1990

PARTIES:

Employers in relation to the management of M/s. Yusuf and Brothers, Sahibganj and their workman.

APPEARANCES:

On behalf of the workman : Shri D. K. Verma, Advocate.

On behalf of the employers : Shri C. Prasad, Advocate.

State : Jharkhand

Industry : China Clay Mines.

Dated, Dhanbad, the 14th August, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29012/20/90 IR (Misc.) dated, the 21st March, 1990.

SCHEDULE

"Whether the demand of Md. Qutubuddin, ex-Accounts Clerk on the management of M/s. Yusuf & Bros. J. K. China Clay Mines, owner for his reinstatement in service with full back wages is justified ? If so what relief is the workman entitled to ?"

2. The case of the concerned workman according to W. S. submitted by him in brief is as follows :—

The concerned workman in his written statement submitted that he was an employee under the management

since 1983. He submitted that as the Proprietors of M/s. Yusuf and Brothers are his relatives at the time of his engagement they did not issue any letter of appointment to him. However, they assured to regularise him in service after performance of his duties of 240 days under the management. He submitted that in spite of continuous service under the management and also in spite of performing duties for more than 240 days in each calendar year the management did not consider necessary to regularise him in service. He accordingly appealed before the management in this regard. But his appeal went in vein. As such he raised an industrial dispute which ultimately resulted reference to this Tribunal for adjudication.

3. Management on the contrary after filing W. S.-cum-rejoinder denied all the claims and allegation which the concerned workman asserted in his W. S. They submitted that the concerned workman who was their relative was never employed by them to work under M/s. Yusuf and Brothers. They submitted that the management is a lessee of small China clay Mine at Rajmahal in the district of Sahibganj. The concerned workman never worked as a workman in the said mine known as J. K. Mine. They submitted that as the concerned workman had a relationship with the proprietors and also as he used to maintain a very good relation with them sometimes he used to help them in submitting return etc. absolutely on casual basis and out of existing relationship. They disclosed that the concerned workman had a business in the name and style Jully Industry. They disclosed that Jully is the name of the eldest daughter of the concerned workman and he started that business in the year 1978 and in order to run that business he took loan from State Bank of India, Rajmahal bearing Account No. SSI/11 for his said industry and one of the Proprietor Md. Yusuf stood as a guarantor for taking loan from the said Bank. Apart from running that business the concerned workman was also involved in other business. Sometimes the concerned workman worked with B. N. Kedia and another and received wages for his employment. Since July, 1989 the concerned workman is working in the Stone quarry at Tin Pahar of Md. Rashid and also drawing regular wages from him. Management submitted that the concerned workman has raised this dispute with *mala fide* intention as he never was an employee under them. His intention is to black mail the Proprietors of J. K. China clay Mines. Accordingly they submitted their paper to pass award rejecting the claim of the concerned workman.

4. Points to be decided in this reference are :—

“Whether the demand of Md. Qutubuddin, ex-Accounts Clerk on the management of M/s. Yusuf & Bros. J. K. China Clay Mines, owner for his reinstatement in service with full back wages is justified? If so what relief is the workman entitled to ?”

FINDINGS WITH REASONS

5. It transpires from the record that the concerned workman in order to substantiate his claim has examined himself as witness. Management on the contrary examined three witnesses as MW-1, MW-2 and MW-3, in order to substantiate their claim. The concerned workman as WW-1 in course of his evidence disclosed that he worked at J. K. China Clay Mines as Accounts clerk. In discharge of his duties he used to maintain the register namely Stock Register, Cash Book, Ledger Book and R. R. register. He also used to issue transit pass of the Mine. He also used to visit Mines Office and also to submit return and other allied matters as part of his duties. He disclosed that Md. Yusuf and Brothers is the owner of said J. K. China clay Mines. He disclosed that he worked there from January, 1983 to 1989 continuously. But thereafter the management stopped him from service without assigning any notice or without paying any compensation. He further disclosed that neither the chargesheet was issued nor domestic enquiry was held against him. He disclosed that after termination of his service he got his employment at Tin Pahar at Ansar Stone Works in the month of August, 1989 and there he worked till July, 1991. In support of his claim the concerned workman relied on authorisation letter issued by Md. Yusuf to him under his signature to the Asstt. Commissioner, Commercial Taxes to receive R. C. on behalf of the management. The document in course of his evidence was marked as Ext. W-1. He also submitted one letter of instruction in the matter of construction of Boundary wall erected around the mine. The document during his evidence was marked as Ext. W-2. He also relied on authorisation slip dt. 15-10-87 addressed to the Assistant Commissioner, Commercial Taxes and by that authorisation he was authorised to receive R. C. 417/R from the office of the Asstt. Commissioner Commercial Taxes, Ext. W-3. Excepting these three documents which were issued at different times the concerned workman has failed to produce a single scrap of paper in support of his claim that he was Accounts Clerk under the management and in that capacity he worked from 1983 to 1989. In this connection evidence of MW-1, MW-2 and MW-3 may be taken into consideration. MW-1 is the partner of M/s. Yusuf and brothers in connection with J. K. China clay Mine. This witness during his evidence disclosed that for running the mine in question they not only maintain Form B Register, Accounts Register, Form E register but also maintain muster roll, attendance register Form III, wages register etc. He categorically denied the fact that the concerned workman worked as an Accounts clerk at J. K. China clay Mines. The Form B Register, Attendance Register, Form E, Wage registers during evidence of this witness was marked as Ext. M-2 to M-5. He also relied on a letter written by Md. Qutubuddin i.e. the concerned workman which during his evidence marked as Ext. M-6. Bank Account of Jully industry to which the concerned workman was the owner was marked as

Ext. M-7. He disclosed that he stood as Guarantor when the concerned workman who happened to be his cousin took loan for the said industry. Certificate issued by Proprietor of M/s. Ansar Stone works dt. 1-8-91 was also marked as Ext. M-8. Another letter written by the concerned workman to this witness dt. 4-2-88 was also marked as Ext. M-10. MW-2 who was an employee of J. K. China clay Mines during his evidence submitted that since 1976 he was engaged in the said Mine as Mining mate. During his evidence he categorically submitted that the administration maintains Form B Register to record names and other particulars of the workers who worked in the said mine. Management also provided membership of all workmen to C. M. P. F. Identity card was also issued to each workman. He categorically disclosed that the concerned workman never worked at J. K. China clay Mines. MW-3 also in course of his evidence corroborated the facts disclosed by MW-2. Considering the evidence of MW-1 to MW-3 it transpires clearly that the concerned workman was nephew of Md. Yusuf who was one of the partner of J. K. China clay Mine. They disclosed categorically that the concerned workman never worked as Accounts Clerk under the management, and in support of their claim they have produced relevant document marked as Ext. M-2 to M-5 i.e. Form B Register, Attendance Register, Wage Register. I have carefully considered all the registers and I have failed to find out the name of the concerned workman recorded therein. MW-1 during his evidence disclosed that sometimes as his relative he used to authorise the concerned workman in the matter of submitting returns to the Sales Tax department. But such authorisation never authenticated that he was an employee under the management. MW-2 and MW-3 during his evidence categorically disclosed that they never saw the concerned workman to work under the management as Accounts Clerk. Had that been so his name definitely would be recorded in the Form B Register, Attendance and Wage Register of the employees. The claim of the concerned workman is that he worked under the management from 1983 to June, 1989. On the contrary the management submitted that the concerned workman used to run his own business under the name and style Jolly Industry and for running the said industry when the concerned workman took loan from State Bank of India, Rajnagar Md. Yusuf one of the partner who stood as guarantor. Relevant Bank Account definitely has supported the claim of the management. It transpires that Bank Account Ext. M-7 of Jolly Industry was in operation from 1983 to 1988. I have failed to understand when the concerned workman was Proprietor of Jolly Industry how he worked under the management as Accounts Clerk. It is further seen from the document marked as Ext. M-8 that the concerned workman since 1-8-89 is working M/s. Ansar Stone Works Tin Pahar. However, this fact is not very much material to me because of the fact that according to the concerned workman he worked there upto June, 1989 and thereafter according to him the management stopped him from work.

Therefore, it is not unlikely if he started working elsewhere after the said period but the document marked as Ext. M-10 on the contrary has revealed a different picture. It is the claim of the management that during the period 1983 to 1989 the concerned workman sometimes worked under B. N. Kedia. The document marked as Ext. M-10 written by the concerned workman has supported this claim. Considering the document in question it transpires that the concerned workman not only was Proprietor of Jolly Industry but also according to him he worked as Accounts Clerk under the management and also under B. N. Kedia, I have failed to understand how it was possible for a single person to work in three places particularly when it is not the case of the concerned workman that he used to work as part time worker under the management and also under B. N. Kedia apart from looking after his own business. It is the claim of the concerned workman that he was a full fledged Accounts Clerk of the management and he worked there from January, 1983 to June, 1989 continuously for more than 240 days in each calendar year. It is the allegation of the concerned workman that the management without giving any notice and without paying any compensation to him under Section 25-F of the I. D. Act stopped him from service. In support of this claim the concerned workman has failed to produce any authentic document. MW-1 in course of his evidence produced wage register marked as Ext. M-5 as Accounts Clerk. It was the duty of the concerned workman to maintain wage register but he has failed to establish that if that wage register was maintained by him. Learned Advocate for the management in course of hearing referred to a decision reported in 2003 (96) FLR 492. In the said decision Their Lordship of the Hon'ble Apex Court observed that onus is on the concerned workman to establish that he worked under the management for 240 days. It is the cardinal principle of Mines Act that every person who works in the Mine his name and other particulars shall be recorded in the Form B Register. Form B Register is a statutory register under the Mines Act. Therefore, it cannot be taken into consideration that the name of the concerned workman intentionally was not recorded in the Form B Register though he used to work under the management. MW-1 during his evidence produced Attendance Register of all workers under their administration but from the Attendance Register the name of the concerned workman was not traced out. Just as he submitted some return in the Sales Tax department and performed certain jobs casually under instruction of Md. Yusuf who was his cousin and partner of J. K. China clay Mine it does not establish any right to claim that he was a workman under the management. It is the specific claim that for years together from 1983 to 1989 he worked under the management. The documents which he produced in support of his claim I consider is absolutely insufficient to prove that he was a workman under the management. Apart from those documents marked as Ext. W-1 to W-3 the concerned workman has failed to produce any other

document in support of his claim that he was a workman under the management and he worked there for more than 240 days in each calendar year. Accordingly after careful consideration of all the facts and circumstances I hold that the concerned workman has failed to substantiate his claim reasonably and for which he is not entitled to get any relief according to his prayer. In the result, the following Award is rendered :—

“The demand of Md. Qutubuddin, Ex-Accounts Clerk on the management of M/s. Yusuf & Bros. J. K. China Clay Mines, owner for his reinstatement in service with full back wages is not justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का. आ. 2674.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. राजराम एन. एस. बांदेकर एंड कं. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुंबई नं. 1 के पंचाट (संदर्भ संख्या 23/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2003 को प्राप्त हुआ था।

[सं. एल-36012/1/95-आई. आर. (विविध)]
बी. एम. डेविड, अधर सचिव

New Delhi, the 27th August, 2003

S.O. 2674.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/95) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Raja Ram N. S. Bandekar and Co. Ltd. and their workman, which was received by the Central Government on 26-08-2003.

[No. L-36012/1/95-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Shri Justice S. C. Pandey, Presiding Officer

Reference No. CGIT-23/1995

PARTIES:

Employers in relation to the management of
M/s. Rajaram N. S. Bandekar & Co. Ltd.

AND

Their Workmen.

APPEARANCES:

For the Management : Shri M. S. Bandodkar,
Adv.

For the Workman : Workman present

STATE : Maharashtra.

Mumbai dated the 1st day of August 2003

AWARD

This is a reference made by the Central Government to this tribunal in exercise of its powers under clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) read with Sub-section 2-A thereof, for adjudication of the industrial dispute between M/s. Rajaram N. S. Bandekar & Co. Ltd. (the employer for short) and Shri N. S. Aronkekar (the workman for short). The terms of reference are as follows :

“Whether the action of the Management of Managing Director M/s. Rajaram N. S. Bandekar and Company Pvt. Ltd. Nitin Chambers, Vasco Da Gama, (Goa) in dismissing Shri Naresh S. Aronkekar, Supervisor I/o Bardes No. 89/1, Goa w.e.f. 12-12-1992 is justified and proper ? If not, what reliefs the workman is entitled to ?”

2. The matter was filed before this Tribunal on 7-6-1995. The matter was adjourned for Hearing several times and was adjourned for Settlement on 22-4-2003. The parties, however, have concluded an amicable settlement. Today, a joint application has been filed on behalf of the parties requesting this tribunal to dispose of this application in terms of the settlement.

3. After examining terms of settlement as requested by the counsel for parties, this tribunal comes to the conclusion the terms are valid and are in accordance with law. Accordingly this tribunal passes this Award on the following terms of settlement :

- (i) It is agreed between the parties that the management of M/s. S. Rajaram N. S. Bandekar and Co. Pvt. Ltd. shall pay a sum of Rs. 1,55,000/- (Rupees One Lakh fifty five thousand only) to Mr. Naresh S. Aronkekar in full and final settlement of all his claims arising out of his employment which includes Gratuity, Leave Salary, Bonus if any, and/or any other benefits which can be computed in terms of money including *ex-gratia* and claim arising out of the reference mentioned herein above.
- (ii) It is agreed between the parties that the amount mentioned in the Clause No. 1 above shall be paid as under :
 - (a) Rs. 50,000/- shall be paid at the time of filing of the Settlement.

- (b) Rs. 15,000/- shall be paid on 31st August, 2003.
 - (c) Rs. 20,000/- shall be paid on 30th September, 2003.
 - (d) Rs. 20,000/- shall be paid on 31st October, 2003.
 - (e) Rs. 20,000/- shall be paid on 30th November, 2003.
 - (f) Rs. 30,000/- shall be paid on 31st December, 2003.
- (iii) It is further agreed between the parties that the Party I shall issue the post dated cheques for the amount mentioned in sub clause (b) to sub clause (f) mentioned in clause No. 2 hereinabove, at the time of the filing of the Settlement.
- (iv) It is agreed that Mr. Naresh S. Arondekar shall accept the said amount mentioned in the clause No. 1 hereinabove in instalments, in full and final settlement of all his claims arising out of his employment and the reference mentioned hereinabove and further confirms that nothing further is due and payable to him from/by the company which can be computed in terms of money and this settlement is to satisfy all his claims of reference, including any claim of reinstatement and/or re-employment.

In view of aforesaid terms and conditions, the parties to the dispute shall pray the Hon'ble Central Government Industrial Tribunal No. 1 to dispose of the reference in terms of this settlement.

Accordingly as prayed by the parties this application is disposed by passing the award on aforesaid terms. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का. आ. 2675.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ओ. एन. जी. सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 142/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2003 को प्राप्त हुआ था।

[सं. एल-30011/15/93-आई. आर. (विविध)]

बी० एम० डेविड, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2675.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 142/94) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. ONGC and their workman, which was received by the Central Government on 27-08-2003.

[No. L-30011/15/93-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : Shri S. M. Goel

Case No. I. D. 142/94

Shri Jagdish Minhas, General Secretary, North Zone, Oil and Natural Gas Workers Union, C/o 36-A/C, Gandhi Nagar, Jammu-180004.
...Applicant

Vs.

Regional Director, Oil and Natural Gas Commission, Rail Head Complex, L. I. C. Building, Gandhinagar, Jammu-180004.
...Respondent

REPRESENTATIVES:

For the workman : None.

For the management : Sh. I. S. Sidhu

AWARD

(Passed on 11th July, 2003)

The Central Govt. Ministry of Labour vide Notification No. L-30011(15)/93-I. R. (Misc.)/(Col. I) dated 26th October, 1994 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of ONGC Management to refuse to accept the Workman, Shri Krishan Bahadur in the category he was working in before his promotion, after being declared surplus from promoted post is justified ? If not, to what relief the workman is entitled to ?”

2. None has put up appearance on behalf of the workman. It appears that the workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed.

Chandigarh.

Dated : 11-7-2003.

S. M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का. आ. 2676.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 150/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/220/89-झी. II(ए)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2676.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 150/89) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 26-08-2003.

[No. L-12012/220/89-D-JI(A)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : Shri S. M. Goel

Case No. I. D. 150/89

Shri Yudhishter Kumar Sharma,
B-X-600, Tellian Gali, Nimwala Chowk,
Ludhiana-191008.

...Applicant

Vs.

Vijaya Bank, Divisional Office,
173-174, Sector-17,
Chandigarh-160017.

...Respondent

REPRESENTATIVES :

For the workman : Sh. B. N. Sehgal

For the management : None.

AWARD

(Passed on 14-7-2003)

The Central Govt. Ministry of Labour vide Notification No. L-12012/220/89-D. 2(A) dated 19th September, 1989 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of management of Vijaya Bank in terminating the services of Shri Y. Sharma and not

considering him for further employment while regarding fresh hands under Sec. 25(H) of the I.D. Act is justified ? If not, to what relief the workman entitled ?"

2. In the claim statement it is pleaded by the applicant that he was employed as clerk in Ludhiana Branch on 29-3-84 and his services were terminated on 30-4-84. He was again appointed on 1-5-84 for a period of 30 days and he was informed on 1-6-84 that his appointment was extended for one month from 1-6-84 to 30-6-84 with a break of one day for 31-5-84. His services were terminated on 30-6-84 without any notice which is unlawful and contrary to para 522 of Sastri Award. It is further pleaded that after the termination of the services the management recruited number of employees ignoring his right to get preference for employment and the management has thus violated Section 25-H of the I. D. Act. Applicant thus prayed that he is entitled for employment in the Bank's service as number of fresh persons have been employed after his termination.

3. In the Written Statement preliminary objection has been raised that the case of the applicant does not fall within the ambit of 'retrenchment' as defined under Section 2(oo) rather it is covered under sub section (bb) of the I. D. Act. It is further pleaded that the workman has not completed 240 days of continuous service and he is not entitled for any claim under Section 25-H of the I. D. Act. On merits the employment of the workman has been admitted from 29-3-84 to 30-6-84 with breaks. It is further pleaded that termination of the workman came into being automatically by efflux of time. Other contentions of the workman have been denied by the Management and it is prayed that there is no merit in the present reference and the same be answered in negative.

4. Replication has also filed reiterating the claim made in the Claim Statement with some authorities of the Hon'ble Supreme Court and Hon'ble High Courts. In evidence the applicant examined himself, as WW1 and also relief on Ex. W2. In rebuttal the management examined B. Ravi Raj Setti as MW1 who filed his affidavit Ex. M3 and circular Ex. M4.

5. I have heard the Learned counsel for the workman and also gone through the record and evidence of the case. The representative of the Management pleads no instructions and the case was heard. From the pleadings of the parties the employment of the workman from 29-3-84 to 30-6-84 has been proved on record. The only claim to be decided in this case is whether the workman is entitled for preference in employment with the Bank as the applicant worked with the Management from 29-3-84 to 30-6-84. From the pleadings of the Management it revealed that the Management considered this case as of covered under exclusion clause (bb) of Section 2(oo) and the appointment of the applicant is against specific work and

for specific period. The Learned counsel for the workman has argued that Section (bb) has been incorporated and made enforceable w.e.f. 18-8-84 and this is not applicable retrospectively. To my mind the argument of the workman's counsel is correct as Section (bb) has been made applicable with effect from 18-8-84. Therefore, Section 2(oo)(bb) is not applicable in the present case.

6. The Learned counsel for the workman has argued that many persons were appointed in the service of the bank after the termination of the workman and the applicant was not given preference in re-employment. This fact has also been admitted by the witness of the Management in his cross-examination. He has also referred me to the case of Baljit Singh Vs. State of Haryana reported in 1995 (2) S. L. R. Page 665 in which it has been held that where the management has violated the Principle of 'Last come first go' and retaining the persons employed after the petitioner the termination of the applicant is illegal. The Learned counsel for the applicant has also referred case law reported in 2001(1) SCT 807 I have gone through the Judgement cited by the Learned counsel for the workman. In my considered opinion when admittedly the management has employed other persons after the termination of the applicant and applicant was not given any preference in recruitment alongwith other persons, the management has violated the mandatory provisions of Section 25-H of the I. D. Act. Resultantly the management is under obligation to give preference to the workman in re-employment. The Management has not proved through any evidence and by any other record that any notice was given to the applicant when other persons were recruited. Therefore, the workman Yudhishter Sharma is entitled to be considered for appointment in the service of the bank from the date when other persons were recruited after his termination on 30-6-1984. The Management is directed to consider the workman for the post of clerk. The reference is answered accordingly. Central Govt. be informed.

Chandigarh.
14-7-2003.

S. M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का. आ. 2677.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 201/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/303/98-आई. आर.(बी. II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2677.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 201/99) of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad No. 2 as shown in the annexure in the Industrial Dispute between the management of Punjab National Bank and their workman, received by the Central Government on 26-08-2003.

[No. L-12012/303/1998-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Smt. B. Biswas, Presiding Officer

In the matter of an Industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 201 of 1999

PARTIES :

Employers in relation to the management of Punjab National Bank and their workman.

APPEARANCES :

On behalf of the employer : Shri B. K. Jha, H. R. D. Manager,

On behalf of the workman : None

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 7th August, 2003

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/303/98/IR(B-II), dated, the 29th April, 1999.

SCHEDULE

"Whether the action of the management of Punjab National Bank, Arrah, in not declaring as full time employee/Sweeper to Dilip Kumar, working as part time Sweeper since 30-6-1987 was not justified and unfair ? If so to what relief the workman is entitled including the enhancement of his pay scale ?"

2. The case of the concerned workman according to Written statement submitted by the sponsoring Union on his behalf in brief is as follows. The sponsoring Union submitted that the concerned workman was appointed by

the management to discharge the duties of Sweeper on 1/3rd pay scale of a full time employee under subordinate cadre on and from 1-6-87. They submitted that Wages of Sweeper is determined and fixed on the basis of sweeping area of the office premises. They submitted that in the year 1987 the local office of Punjab National Bank where the concerned workman employed was merged with the Regional Office, Arrah and for which the total area of the Bank was increased to 5423 sq.ft. After increase of the sweeping area of the Bank's premises, the wages of the workman was refixed to 3/4th of the full time scale pay of subordinate cadre. They submitted that as per existing guide line of the bank, whenever, the bank premises in an area exceeds 5000 Sqft full time pay scale is to be paid to the Sweeper. Accordingly, concerned workman requested the management for refixing his wages from 3/4th to full time pay scale as admissible to a full time sweeper under subordinate cadre but management did not pay any heed to his request. As a result he raised Industrial Dispute through sponsoring union before the ALC(C) Patna for conciliation which ultimately resulted reference to this Tribunal for adjudication.

3. Accordingly, the concerned workman submitted his prayer to pass award as a full time sweeper with effect from 30-6-87 and back wages with other consequential relief.

4. Management on the contrary after filing written statement sum rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman.

They submitted that the concerned workman was initially engaged as sweeper on consolidated salary of Rs. 100 p.m. with effect from 21-10-86 and subsequently his wages were enhanced to 1/3rd of scale wage of the subordinate cadre w.e.f. 1-6-87. They submitted that originally the area of the local branch office where the concerned workman was engaged as sweeper was 2188 sq.ft. but after its shifting to the premises of Regional Office, Arrah the sweeping area was enhanced to 3376 sq.ft. and not 5243 sq.ft. as claimed by him and accordingly his wages were fixed at 3/4th of scale of wages of subordinate cadre staff w.e.f. 1-11-87. Accordingly management submitted that claim of the concerned workman finds no basis and for which his prayer is liable to be rejected.

5. Points to be decided in this reference are :—

“Whether the action of the management of Punjab National Bank, Arrah, in not declaring as full time employee/Sweeper to Dilip Kumar, working as part time Sweeper since 30-6-1987 was not justified and unfair ? If so to what relief the workman is entitled including the enhancement of his pay scale ?”

FINDING WITH REASONS

6. It transpires from the record that the management in order to establish their claim have examined one witness as MW-1. On the contrary concerned workman inspite of getting sufficient opportunities did not consider necessary to adduce any evidence in order to substantiate his claim. It is curious to note that though the concerned workman initially raised industrial dispute before the ALC(C) Patna through sponsoring union for conciliation they also did not consider necessary to appear in support of the claim of the concerned workman.

7. Now let me consider if the claim of the concerned workman stands on cogent footing or not. Considering the facts disclosed in the pleading of both sides and also considering evidence of MW-1 I find no dispute to hold that the concerned workman was initially engaged as sweeper on consolidated salary of Rs. 100 p.m. with effect from 21-10-86 and thereafter with effect from 1-6-87 his wages was enhanced to 1/3rd of the scale of wages of subordinate cadre. It is admitted fact that the concerned workman was engaged as sweeper at local Branch office of the management at Arrah. It is also admitted fact that subsequently the said Branch office was shifted to the premises of the Regional Office, Arrah. It has been disclosed by the management that floor space of the said branch office was 2138 sq.ft. but after shifting that branch office to the premises of the Regional Office the floor space was enhanced to 3376 sq.ft. and for which the wages of the concerned workman was fixed at 3/4th of scale of wages of subordinate staff with effect from 1-11-87. It is the contention of the management that wages of part time sweeper is governed by a settlement dt. 7-5-84 arrived at during the course of conciliation proceeding between the management and All India PNB Employees Federation. According to that settlement a part time sweeper is eligible to draw 3/4th of the wages of the subordinate cadre of the hours of work performed by him is in between 19—29 hours and if the area to be swept is in between 3301 sq.ft. to 5000 sq.ft. If the area to be swept exceeds 5000 sq.ft. in that case the said sweeper will be entitled to get full time wages. The sponsoring union did not raise any dispute over the settlement in question as regards to payment of wages to part time sweeper. Their contention is that after shifting of the local office to the premises of the Regional office the area to be swept was increased to 5243 sq.ft. but inspite of getting knowledge of this fact management illegally and arbitrarily started paying wages to the concerned workman at the rate of 3/4th of the salary of the subordinate cadre.

8. During evidence of MW-1 the Circular by which the wages of part-time sweeper fixed was marked as Ext. M-2. This circular has clearly mentioned that wages of part time sweeper will be fixed according to the measurement of the carpet area of the bank premises. For completion of covered area the said circular also has given a clear

guideline. Clause 2(b) of the said circular speaks as follows “For the purpose of fixing the scale of wages of part time employees, only the areas which is covered and which is being used and cleaned every day in the bank is to be taken into account. Such other areas/spaces like cycle stand, open compound area, areas of tables, chairs, other S.S.F. items, counters, windows etc., fall within the duties of the subordinate cadre staff”. Relying on the circular management submitted that covered area to be swept by the concerned workman was 3376 sq.ft. and not 5243 sq.ft. and accordingly they were justified to fix wages at the rate of 3/4th wages of the subordinate cadre to the concerned workman. Management also relied on the sketch map showing carpet area including bills of door under sweeping of P.N.B. Regional Office at Arrah. This sketch map shows total area is 5243 sq.ft. The branch office of PNB where the concerned workman was engaged as part time sweeper was shifted to that Regional office premises i.e. in the said premises both the Regional Office and branch office are functioning independently. In absence of any cogent document to be submitted by the workman there is no scope to say that the said Branch Office was merged with regional office particularly when the management denied this fact. Therefore, covered area which is used by the branch office in the premises of Regional Office shall only be taken into consideration because the concerned workman was engaged to discharge his duties as Sweeper in the branch office. It is not the case of the concerned workman that after shifting the Branch office in the premises of the Regional Office he was asked to perform his duties as Sweeper to the entire premises where both the offices were situated.

9. Accordingly onus is on the concerned workman to establish that the portion of the premises where the Branch office is situated covers more than 5000 sq.ft. of area. Concerned workman was given ample opportunities to establish his claim in question but he has failed to do so. Facts disclosed in the written statement submitted by the sponsoring union on his behalf cannot be considered as substantive piece of evidence until and unless the same is corroborated by cogent evidence. No doubt the concerned workman has failed to perform his responsibility which he had the scope to do so. On the contrary management in support of their claim submitted cogent materials which I do not find any scope to disbelieve.

Accordingly, after careful consideration of all the facts and circumstances discussed above I hold that the sponsoring union have failed to substantiate the claim in question and for which the concerned workman is not entitled to get any relief in view of his prayer.

In the result, the following Award is rendered :—

“The action of the management of Punjab National Bank, Arrah, in not declaring as full time employee/ Sweeper to Dilip Kumar, working as part time sweeper

since 30-6-1987 was justified and not unfair. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2678.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 178/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/79/1999-आई.आर.(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2678.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 178/99) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 26-08-2003.

[No. L-12012/79/1999-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

PRESIDING OFFICER : SHRI S. M. GOEL

Case No. ID 178/99

The General Secretary,
UCO Bank Employees Union,
C/o UCO Bank, The Mall,
Shimla (Himachal Pradesh)

—Applicant.

V/s.

The Zonal Manager,
UCO Bank, Zonal Office,
Post Box No. 54, Circular Road,
Shimla (Himachal Pradesh)

—Respondent.

REPRESENTATIVES

For the workman : Shri R.P. Rana

For the management : Shri N.K. Zakhmi.

AWARD

(Passed on 7th July, 2003)

The Central Government Ministry of Labour vide Notification No. L-12012/79/99-IR(B-II) dated 25th August,

1999 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of Zonal Manager, UCO Bank, Zonal Office, Shimla in denying the demand of UCO Bank Employees union for acceptance of request of mutual transfer of Sh. Hari Chand, Branch Office : Gumma Kotkhai Distt. Shimla with Sh. Roop Ram, Branch office Jubber Hatti, Distt. Shimla was just and legal ? If not what relief the workman is entitled to ?”

2. Today the representative of the workman made a statement that the workman does not want to pursue with the present reference and reference may be returned as withdrawn. In view of the above statement the present reference is returned to the Appropriate Govt. as withdrawn, Central Govt. be informed.

Chandigarh,
Dated : 7-7-2003 S. M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का. आ. 2679.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और एप्पेल बैंक ऑफ कामरस के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्राम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संखा 28/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/126/98-आई. आर.(बी-II)]
सी. गंगाधरण, अखर सचिव

New Delhi, the 27th August, 2003

S.O. 2679.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/99) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the management of Oriental Bank of Commerce and their workmen, received by the Central Government on 26-08-2003.

[No. L-12012/126/1998-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH**

PRESIDING OFFICER : SHRI S. M. GOEL

Case No. ID 28/99

Sh. Inderjit Singh,
S/o Sh. Karnail Singh
C/o Sh. G.S. Bedi, Bedi Niwas,
Academy Road, Anandpur Sahib,
Distt. Ropar (Punjab)

—Applicant

V/s

The Dy. General Manager,
Oriental Bank of Commerce,
Regional Office, Sector 17-E,
Chandigarh.

—Respondent.

REPRESENTATIVES

For the workman : Shri J. S. Rana
For the management : Shri Ram Chander

AWARD

(Passed on 22-07-2003)

The Central Government Ministry of Labour vide Notification No. L-12012/126/98/IR(B-II) dated 27th January 1999 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Oriental Bank of Commerce in terminating the services of Sh. Inderjeet Singh Armed Guard, w.e.f. 21-4-97 is just and legal ? If not, what relief the workman is entitled to and from what date ?"

2: The applicant was working as Armed Guard at branch office Lakhoke Behram when his services were terminated on 21-4-1997. The case of the workman is that he was transferred from Mansuran branch on 30-4-1994 to Lakhoke Behram and he challenged the transfer order by way of civil suit which was dismissed on 16-11-1994. On account of his non reporting at branch office Lakhoke Behram he was charge sheeted for remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days and this offence was not a gross misconduct. Enquiry Officer was appointed and during the enquiry proceedings the applicant was allowed to joint the branch. On 16-1-1997 the applicant was supplied with a copy of the enquiry report by the disciplinary authority and issued a show cause notice proposing a penalty of dismissal and also invited him for personal hearing. The disciplinary authority confirmed the penalty of dismissal order dated 21-4-1997. It is pleaded by the applicant that enquiry proceedings and order of punishment stand vitiated for the reason that no presenting officer was appointed and enquiry officer himself acted both a presenting office and enquiry officer. The applicant was also not allowed to be represented by a person of his choice and his request to be defended by an advocate was also turned down. The clause under which the workman was charge sheeted is not attractive to his case rather his case is covered under para 19.7 of the Bipartite Settlement dated 19-10-1966 and it is only w.e.f. 14-2-1995 it is covered under gross misconduct and the case of the workman does not attract the provision retrospectively. It is thus prayed that dismissal order be set aside and the applicant be re-instated in service with all consequential benefits including back wages etc.

3. In written statement the management has pleaded that act of remaining absent of duty unauthorisedly was considered as gross misconduct and is covered under para 19.5(J) of the Bipartite Settlement dated 19-10-1966. It is also denied that workman ever joined his duties at Lakhoke Behram branch during the enquiry proceedings. All the records were made available to the applicant. The applicant has not named any person to defend him, therefore, the question of deputing Santokh Singh does not arise. It is also submitted that the enquiry was conducted in fair and proper manner and according to the principle of the natural justice. It is, therefore, prayed that the applicant is not entitled to any relief and reference be answered against the workman.

4. Affidavits were also filed on the record in support of their respective pleadings by the parties alongwith the record and documents. Both the parties have also filed written arguments which I have perused and have gone through the documents and other record of the case.

5. It is admitted case of the parties that the enquiry was conducted by the management for the misconduct of the workman for remaining unauthorised absent from duty and in written arguments submitted by the workman, the workman has not pointed out any infirmity in the conduction of the enquiry proceedings. I have also gone through the entire enquiry proceedings. I find no infirmity in the conduction of the enquiry against the workman. The workman was given full opportunity to defend himself during the enquiry and he was given full opportunity to lead his evidence and also to cross-examine the witnesses of the management. The workman himself did not point out any lapse in the enquiry conducted by the management. Therefore, I have no hesitation to hold that the enquiry conducted against the workman is in accordance with the principle of natural justice and the same has been conducted in fair and proper manner.

6. In the written arguments the only submission made on behalf of the workman is that the workman was charged sheeted for minor misconduct as remaining absent without intimation continuously for a period exceeding 30 days is minor misconduct under clause 19.5(J) of the Bipartite Settlement dated 19-10-1966. Though the settlement dated 14-2-1995 the act of remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days was for the first time enumerated as major misconduct with effect from 14-2-1995 only. The workman can not be dismissed from service as it is major penalty. The workman also referred the judgement in the case of Pyarc Lal Sharma Vs. Managing Director 1989(4) S.L.R. page 1 in which it has been held that the misconduct can not be made effective retrospectively. It is further submitted in the written arguments that the workman was not allowed to be represented by an advocate of his choice and for this reason also, the enquiry is vitiated.

7. In the written arguments filed by the management it is submitted that the workman remained absent from 30-4-1994 to 17-8-1996 for about 2 years and three months, 17 days which is gross misconduct under para 21(ii)(P) of the Bipartite Settlement dated 14-2-1995 and even if the settlement is enforceable w.e.f. 14-2-1995, the workman remained absent for more than one year and six months from 15-2-1995 to 17-8-1996. Regarding the assistance of the advocate and Shri Santokh Singh on behalf of the workman it is pleaded that the workman was given ample opportunity to appoint defence representative but the workman failed to bring the defence representative therefore, no fault can be found with the enquiry officer or the bank and as the workman was allowed to be defended by the representative of his choice, therefore, there was not need to allow an advocate to defend the workman.

8. I have gone through the submission of the respective parties in their written arguments. It is no denying the fact that workman remained absent for more than two years from the bank without intimation to the bank authorities and the enquiry was conducted against him for his unauthorised absence from duty. It is also revealed from the enquiry proceedings that the workman was never denied to be represented by Santokh Singh. He was allowed to be represented by the person of his choice, there was no necessity to allow the workman to be represented by a lawyer and, therefore, no prejudice has been caused to the workman as the workman has failed to produce Shri Santokh Singh during the enquiry proceedings. Regarding the absence from duty by the workman as he remained absent for more than one year even after the settlement dated 14-2-1995, the workman can not claim that he should be charged for minor misconduct and the enquiry should not have been conducted under the major misconduct. The authority cited by the workman is of no help as even after the settlement dated 14-2-1995, the workman chose to be absent from duty. Under the settlement dated 14-2-1995 the charge remaining absent unauthorisedly without intimation continuously for a period exceeding 30 days was a major misconduct under para 21(ii)(P) of the Bipartite Settlement dated 14-2-1995. Therefore, there is no merit in the arguments of the workman that the same should be treated as minor misconduct.

9. It is also argued that the punishment of dismissal is harsh and disproportionate, but there was no plausible explanation for his misconduct and there is no reason to interfere in the punishment aspect of the reference.

10. For the reasons recorded above, I am of the considered opinion that there is no merit in the reference and the action of the management of Oriental Bank of Commerce in terminating the services of Shri Inderjeet Singh Armed Guard w.e.f. 21-4-1997 is just and legal and the workman is not entitled to any relief. The reference is thus answered against the workman. Central Govt. be informed.
Chandigarh,

S. M. GOEL, Presiding Officer

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2680.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 87/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-08-2003 को प्राप्त हुआ था।

[सं. एल-12012/295/95-आईआर (बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2680.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/97) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 26-8-2003.

[No. L-12012/295/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Presiding Officer : Shri S. M. Goel

Case No. I.D. 87/97

General Secretary,
Bank of Baroda Employees Association,
H.O., C/o Bank of Baroda,
G.T. Road, Branch,
Jalandhar-144001. Applicant.

V/s

Regional Manager,
Bank of Baroda, Sector 17-B,
Chandigarh. Respondent

Representatives :

For the workman : Shri Shamboo Nath Goel
For the management : None.

AWARD

(Passed on 15th July 2003)

The Central Government, Ministry of Labour vide Notification No. L-12012/295/95-IR (B-II) dated 7th January 1997 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of Baroda in denial of permanent allowance of driver to Shri Balwant Singh, armed guard is legal and justified ? If not, to what relief is the said workman entitled ?"

2. In the claim statement it is pleaded that the applicant was performing the duty of driver and driving bank cash van since 10-9-1993 against a permanent vacancy and worked till 31-3-1995 and got the driving allowance also. It is further pleaded that when applicant demanded that he should be confirmed as driver since 10-9-1993 not only his driving allowance was stopped but recovery of the driving allowance already paid was also started. On the intervention of the A.L.C. Central the management re-paid driving allowance so recovered but showed their inability to pay the permanent driving allowance to the applicant from 10-9-1993 which is not just and the union demanded that applicant be paid permanent allowance for driving from 10-9-1993 till he remained as driver with cost and other benefits.

3. In the written statement the management has taken preliminary objection that workman has no locus standi to claim the permanent allowance as he was never appointed as peon-cum-driver. It is also pleaded that one Gopal Singh was appointed on 11-4-98 as driver-cum-peon. On merits it is pleaded that a vacancy of peon-cum-driver was available in 1993 and requisition was sent to employment exchange and one Gopal Singh was appointed. But the applicant was never appointed as driver and he is not entitled for permanent driving allowance. It is prayed that the claim of the applicant may be dismissed.

4. Replication was also filed reiterating the claim made in the claim statement.

5. In evidence the applicant filed his affidavit W1 and documents W2 to W7. He has admitted in his cross-examination that the bank never gave him any appointment letter for the post of driver and he joined the bank as armed guard. He has also admitted that he has been paid full allowance during the period he worked as driver. In rebuttal the management examined A.K. Maheshwari as MW1 who filed his affidavit Ex. M1.

6. Written argument have been filed on behalf of the workman and thereafter management has not appeared and proceeded ex parte. I have gone through the written arguments and evidence and record of the case and also heard the Ld. representative of the workman. In this case it is admitted case of the workman also that he was never appointed as driver-cum-peon by the bank. The applicant was working as armed guard and when the post fell vacant he was driving the vehicle and he was also paid allowance attached to the post of driver as admitted by the workman himself upto the date he worked as driver. In my considered opinion the allowance was paid to the applicant for the

period he worked, he can not claim permanent driving allowance as he was not issued any appointment letter to work as driver permanently and it was a stop gap arrangement. Initially he could have refused to work as driver when he was not paid the permanent driving allowance in the very first month. Therefore, now he can not claim the permanent driving allowance and as he has already got the driving allowance for the period he worked as driver-cum-armed guard. I find no merit in the present reference and the same is returned against the workman. Central Government be informed.

S. M. GOEL, Presiding Officer.

CHANDIGARH

Dated : 15-7-2003.

नई दिल्ली, 27 अगस्त, 2003

का.आ. 2681.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडोगढ़ के पंचाट (संदर्भ संख्या 76/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-08-03 को प्राप्त हुआ था।

[सं. एल-12012/232/95-आईआर (बी-II)]

सी. गंगाधरण अवर सचिव

New Delhi, the 27th August, 2003

S.O. 2681.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/97) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 26-8-2003.

[No. L-12012/232/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Presiding Officer : Shri S. M. Goel

Case No. I.D. 76/97

Chhajju Ram
C/o Deputy General Secretary,
National Confederation of Bank Employees,
1328, Sector 19, Faridabad. Applicant.

V/s

Regional Manager,
Indian Overseas Bank,
Sector 8-C, R.O.
Chandigarh.

Respondent

Representatives :

For the workman : None.

For the management : Shri R.K. Chopra

AWARD

(Passed on 11-7-2003)

The Central Government, Ministry of Labour vide Notification No. L-12012/232/95-IR (B-2) dated 30th December 1996 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Indian Overseas Bank in terminating the services of Shri Chajju Ram, ex-daily wages messenger w.e.f. 5-1-83 is just, fair and legal ? If not what relief the workman concerned is entitled to and from what date ?”

2. None appeared on behalf of the workman. It appears that the workman is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Central Government for want of prosecution. Central Government be informed.

S. M. GOEL, Presiding Officer

CHANDIGARH.

Dated : 11-7-2003.

नई दिल्ली, 28 अगस्त, 2003

का.आ. 2682.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 144/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/234/91-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 28th August, 2003

S.O. 2682.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 144/91) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 27-8-2003.

[No. L-12012/234/91-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI.

Presiding Officer : Shri B.N. Pandey

I.D. No. 144/1991

Shri U.P. Singh through the President
Punjab National Bank Employees Union (U.P.)
14/123, Kishanpur, Rajpura Road,
Dehradun, U.P. . . Workman-Claimant/Petitioner

Versus

The Chairman and Managing Director,
P.N.B. Head Office,
7, Bhikaji Cama Place,
Africa Avenue,
New Delhi. . . Employer/Opposite Party

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/234/91-IR(B-II) dated 15-11-91 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the Management of Punjab National Bank in treating Shri U.P. Singh Clerk/Cashier as deemed to have retired voluntarily w.e.f. 5-12-1984 is justified? If not, to what relief is workman entitled to ?”

2. In brief facts of the case as narrated in the statement of claim of the workman are that the workman Shri U.P. Singh was appointed permanently in the services of P.N.B. at its Branch Office Barabanki, U.P. on 20-6-77. Thereafter he was transferred to B.O. Zaidpur, Barabanki and then from Branch Office Zaidpur District Barabanki to Branch Office Shahjahanpur in August, 1978 where he continued till December 5, 1984 i.e., the alleged date of deeming him voluntarily retired from the employment of the bank. It is further stated that in June, 1982 branch manager of the Branch Shahjahanpur unlawfully suspended him from services of the bank and on 30-7-82, he independently and unlawfully also charged him for his alleged acts of disorderly behaviour and subsequently in the month of September, 1982 a departmental enquiry was ordered by the Regional Manager (the Disciplinary Authority) Lucknow. Ultimately, the departmental enquiry was malafidely and unlawfully concluded as ex parte holding him guilty for all the charges and unlawfully awarding punishment of stoppage of two graded annual increments with cumulative effect without revoking his suspension order or without lawfully reinstating him in the service of the bank vide punishment order dated 28-9-83 and directing and advising him to report at B.O. Bhagwant Nagar, Unnao, which was bone fide not complied with by the workman in the light of his representation dated 8-2-84 and the

management treated the workman under continuous suspension of his service till the last moment of his employment and also paid him due subsistence allowance; that the management also dishonestly deemed him as voluntarily retired from his service during his suspension period. That the workman earnestly appealed to the opposite party to lawfully redress his grievances as per Sastry Award but in vain. The matter was further reported to the Ministry of Finance (Bank Division) Government of India, New Delhi which was wrongly decided in favour of the Bank and thereafter Union raised an industrial dispute against the Management before the A.L.C., Dehradun but ultimately conciliation proceeding failed, Hence this reference.

3. The workman has prayed that the suspension order dated 14-5-82 of the workman be declared void and quashed, the notice dated 5-10-84 and alleged order dated 5-12-84 of deeming the workman voluntarily retired from his services during his suspension be declared void and quashed, and that the workman be declared entitled to his reinstatement in the service of the bank at B.O. Shahjahanpur with full back wages alongwith interest thereon @ Rs. 23.25 per cent w.e.f. 14-6-82 alongwith all other consequential benefits, allowances, bonus, promotion etc. and special damages.

4. The claim of the workman through the Union has been contested by the management of the bank by way of filing a written statement.

5. In the written statement parawise reply of the statement of claim has been given and preliminary objection has also been raised that the workman and his union is guilty of gross laches as the voluntary cessation of service was effected on him in December, 1984 whereas the present dispute was raised only in late 1990 i.e. after a lapse of six years. It has been inter alia further alleged that the workman did not join the service at B.O. Bhagwant Nagar without any valid reason and despite numerous communications/letters he did not report and join. Therefore, he was served with a notice of voluntary retirement dated 5-10-84 in terms of provisions of para 16 of Bipartite Settlement dated 17-9-84. This notice was also published on 8-10-84 in the Lucknow and Allahabad edition of Northern India Patrika and Amrit Prabhat respectively but still he did not report for his duties within 30 days thereof. Rest of the version of the workman, the date of joining service by the workman, his suspension and holding departmental enquiry and awarding punishment have been admitted. However, it has been denied that the act of the management was malafide, unlawful and illegal. It has been further pleaded that the workman suffered for his own doings and if the different authorities did not find any merit in his case it is not their fault, and that there is no merit in the case of the workman, he is not entitled to any relief and his claim deserves to be rejected.

6. The workman has also filed rejoinder to the written statement denying the contents of the written statement and reiterating his earlier versions of his statement of claim.

7. In support of his case the workman has filed photo copy of various documents some of which have been admitted by the A/R of the Management, Rest denied and not admitted. Besides the documentary evidence, he has also filed his own affidavit and additional affidavit in his evidence and he was also cross-examined by the authorised representative of the bank. On the other hand the management have also filed affidavit of Shri A.S. Chatterjee as MWI who was cross-examined by the workman, besides filing documentary evidence.

8. I have heard arguments of the workman himself in person and Shri Sidharth Kapoor A/R of the bank in detail. I have also perused the file and case laws cited by both the parties. The management has raised a preliminary objection that the present dispute suffers from latches and is highly belated as it was referred by the appropriate government to this tribunal about 7 years after the date of the impugned order of deeming the workman as voluntarily retired and hence it can not be termed as industrial dispute and as such the workman is not entitled to get any relief. This objection has been vehemently opposed by the workman on the ground that he has been always trying his best by of filing various representations, appeal and revision before various authorities of the government, Ministry of Finance and other ministries of the government against the illegal and arbitrary action and orders of the management for redressal of his grievances; and that this objection was never raised earlier by the management; and that the Ministry of Labour has referred this dispute to this tribunal for adjudication after failure of the reconciliation proceedings before the R.L.C. In this regard the documentary evidence of the workman on the record show that the workman, from the very beginning after cessation of his employment, has been continuously trying and various applications for his reinstatement in the service of the bank were moved by him at the level of higher authorities of the bank and also the Hon'ble Prime Minister, Hon'ble Speaker of Lok Sabha, Hon'ble Finance Minister and various departments of the Government of India, New Delhi, some of which have also been filed before this Tribunal, and through letters dated 27-5-87, 23-7-88, 13-7-88, 22-7-88 and 26-12-88 the authorities also directed the bank to take appropriate action for redressal of his grievances. Besides, the legal position is that there is no period of limitation prescribed for raising a dispute and making reference under Section 10 of the I.D. Act. The workman never kept mum nor conceded to the illegal actions of the management and he has been continuously litigating and seeking redress before the various authorities and ultimately his dispute was referred to this Tribunal by the appropriate government. Therefore the workman cannot be blamed for any latches nor it can be accepted that it is

not an industrial dispute. I find that the case law cited by the management cannot be applied in the instant case because the matter was never settled between the workman and the Bank. Therefore, I find no force in the preliminary objection of the management, and the dispute deserves to be decided on merits.

9. As regards merits of the case, at the very outset, it is worth to be mentioned that after conclusion of the departmental enquiry against the workman, punishment of stoppage of two graded increments with cumulative effect was awarded on 28-9-83 by the Regional Manager Lucknow/the disciplinary authority and with the same stroke of pen without re-instating him in service the disciplinary authority also transferred and advised him to join at B.O. Bhagwant Nagar, Distt. Unnao although prior to his suspension he was posted at B.O. District Shahjahanpur was also attached with Shahjahanpur branch during pendency of the enquiry proceedings. It was further ordered that he will be deemed to have been reinstated in the bank's service from the date he reports for duty at B.O. Bhagwant Nagar, Unnao. It is to be noted that the transfer order could not legally be passed by the disciplinary authority while passing punishment order in a quasi judicial proceeding, because as a disciplinary authority he was acting as a quasi judicial officer and the transfer order could be passed only on the administrative side. The transfer order passed alongwith punishment order became punitive and part of the punishment which could not be legally passed by a quasi judicial authority. It also reflects biased attitude of the Regional Manager/Disciplinary Authority against the workman. Under the rules an employee may be placed under suspension only where a disciplinary proceedings against him is contemplated or is pending, or (2) where a penalty of dismissal, removal or compulsory retirement from service imposed upon a government servant under suspension is set aside in appeal or on review under the rules and the case is remitted for further enquiry or action or with any other directions the order of suspension shall be deemed to have continued in force on and from the date of the original order of dismissal removal or compulsory retirement and shall remain in force until further orders. But there was no such contingency in the instant case. It is also to be noted that an order of suspension or deemed to have been made under the rules shall continue to remain in force until it is modified or revoked by the authority competent to do so. In the instant case there was no other reason to keep the workman under suspension even after termination of disciplinary proceedings till he joins his duties at the transferred place.

10. The workman was also not given any joining time nor he was reinstated in service. Therefore he did not in his duties at the B.O. Bhagwant Nagar Unnao. He made several representations before the bank authorities to revoke his suspension and properly reinstate him in service to enable him to join his duties. He also went on hunger strike for

four days (6-3-1984 to 9-3-1984) for his lawful reinstatement but no heed was paid to it by the bank authorities. He was not lawfully reinstated in service, he was kept under suspension illegally without any disciplinary or other sort of action being pending against him. He was treated by the bank authorities under continuous suspension of his duties till the last moment of his employment in the bank i.e. the 5-12-84 the date of deeming him voluntary retired. He was also paid his subsistence allowance against his total period of suspension till the last date i.e. 5-12-84. He was given the alleged 30 days notice calling upon him to join the duties although he was kept under suspension and not reinstated in service and ultimately the impugned order of his voluntary cessation of employment was passed on 5-12-84 during his suspension which cannot legally be justified. It is well established that during suspension the terms of contract of employment remains suspended. Hence, until his suspension was revoked and he was reinstated in the service neither the Bank was bound to pay him any amount of wages, travelling and other allowances to go from Shahjahanpur to Bhagwant Nagar Unnao to resume his duties nor he was entitled to get it from the Bank. It was nothing but "begar for him to travel from Shahjahanpur to Bhagwant Nagar Unnao at his own cost". It was held by the Hon'ble Supreme Court in the case of Hotel Imperial New Delhi Versus Hotel Workers Union reported in AIR 1959 Supreme Court 1342 that "due to suspension of relationship of master and servant employer and employee, the bank and the workman and due to suspension of their contract of employment/agreement of service and the relevant rules, the bank was not bound to pay wages and, therefore, the workman was not bound to obey the management and that suspension of the workman may also be in the sense that the Management was not prepared to take any work him". Therefore, without revocation of suspension and order of reinstatement in service the workman was not legally bound to obey the direction of joining service at the transferred place.

11. Admittedly on the date of his suspension and during pendency of the enquiry proceedings the workman was posted and attached with branch office District Shahjahanpur till 28-9-83 i.e. the date of punishment order passed in the enquiry proceedings and that district Shahjhanpur as well as branch office Bhagwant Nagar District Unnao, both were under the control and jurisdiction of the same region Lucknow headed by the then Regional manager Sri K.C. Sharma who passed the punishment order dated 28-9-83 and also transferred the workman to Bhagwant Nagar Unnao without his reinstatement. The Regional Office Lucknow was subsequently divided on 1-10-83 into two different regions namely region 'A' Lucknow and Region 'B' Lucknow. After the Division on 1-10-83 branch office Bhagwant Nagar Unnao was placed under the jurisdiction of Region 'A' Lucknow which was headed by its Regional Manager Shri D.P. Singh and branch

office Shahjahanpur remained in Region 'B' Lucknow headed by its Regional Manager Shri K.C. Sharma. The alleged notice of 30 days to the workman dated 5-10-84 was issued by the manager of B.O. Bhagwant Nagar Unnao and final order dated 5-12-84 deeming the workman as voluntarily retired from service was passed by Sri D.P. Singh Regional Manager of Region 'A' Lucknow although the workman had not joined there. Therefore, the 30 days notice dated 5-10-84 and the impugned order dated 5-12-84 of deeming voluntary retirement of the workman both, were also without jurisdiction, hence null and void even on this ground.

12. In the matter of deeming "Voluntary Cessation of employment by the employees", clause XVI of IV the Bipartite Settlement provides that :

"Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absent himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties, the management may at any time thereafter give a notice to the employee last known address calling upon the employee to report for duty within 30 days of the notice stating inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, wherever available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment for avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the banks right to take any action under the law or rules of service".

13. In the instant case, I find that there was no such ground to apply the aforesaid provisions. Since he was not reinstated in the service, his suspension also not revoked, he could not be asked or forced to travel for the transferred post of place of his posting for reporting to join. Despite his several representations and hunger strike for 3 or 4 days before the premises of the bank, he was not lawfully reinstated in the service. His requests and prayers remained unheeded. There seems to be no justification as to why the bank authorities remained silent and kept mum on

the lawful demand of the workman to revoke his suspension and lawfully reinstate him in service and then to ask him to resume his duties. Instead of taking legal course, the bank authorities, from the very beginning till the last, adopted arbitrary and vindictive attitude towards the workman. The transfer order alongwith the punishment order passed in the disciplinary proceedings and giving direction to join services at a distant place of transfer without passing proper order of reinstatement speak a volume against the Management and clearly go to show mala fides, arbitrariness and high handedness of the bank authorities. To transfer a workman mala fide from one place to another under the guise of following management policy amounts to unfair labour practices as provided in para 7 of the Vth Schedule of the I.D. Act, 1947. There seems to be no reason as to why the disciplinary authority was in so much hurry as to pass the transfer order while acting on quasi judicial side and passing punishment order in a disciplinary proceeding. The management has failed to prove any genuine cause for transfer of the workman from Distt. Shahjahanpur to Bhagwant Nagar Unnao even before his reinstatement in service and revocation of his suspension. The management has also failed to show that there was any real need of an employee in Bhagwant Nagar or there was any surplus staff at Shahjahanpur. No other employee was transferred to Shahjahanpur in place of the workman nor any other employee was transferred to Bhagwant Nagar where the workman failed to join. The workman was also not junior most employee of Shahjahanpur branch. The transfer order was also not attracting joining time or journey allowance as laid down in Sastry Award. Moreover transfer of an employee should not be done by way of punishment. It should always be done by an independent and separate order. Moreover, suspension and reinstatement of an employee should be controlled by the authorities concerned and it should not be left in the hands of an employee to use it according to his own choice. Apart from it, giving notice and lastly 30 days notice calling upon the workman to resume his duties and/or show cause within 30 days, by the Bank Manager of B.O. Bhagwant Nagar to the workman even before his joining at Bhagwant Nagar was also not justified and without jurisdiction. There seems to be no justification as to how the management was satisfied in the instant case that the workman had no intentions for joining his duties particularly when the workman had made continuously several representations to the bank Authorities for his reinstatement in service so that he could resume his duties. I find that pre-determination of mind and biased attitude of the Bank authorities has flown from all corners from the very beginning till the end in the instant case. I also find that the impugned order suffers from various infirmities and illegalities, therefore, it cannot be legally sustained.

14. To sum up, the impugned order of deeming the workman voluntary retired was passed during his suspension and before his reinstatement in the service. The workman had also not joined at B.O. Bhagwant Nagar district Unnao. He was not working under control and supervision of Bank authorities of B.O. Bhagwant Nagar Unnao and Regional Manager Sri D.P. Singh. Hence the order was also without jurisdiction. Provisions of clause XVI of IVth Bipartite settlement were also not applicable in the case as there was no ground or reason to satisfy the Bank authorities that the workman had no intention to join his service in the Bank. He was neither on leave nor gone abroad nor obtained any other employment elsewhere. Transfer order passed alongwith the punishment order became punitive and was also illegal mala fide and arbitrary and the workman was not bound to obey it, therefore he could not be deemed absent from duty. I find that the impugned order suffers from various infirmities and illegalities. Therefore, it cannot be legally sustained. Hence, it deserves to be quashed and the workman deserves to be reinstated in service with all consequential benefits.

15. The order of deemed voluntary retirement of the workman on being set aside, the normal rule is reinstatement with full back-wages. He who demands that the normal rule be departed from must plead, set forth and prove the special circumstance, justifying the departure from the normal rules. A workman whose service have been illegally terminated, dismissed in any way or he has been illegally ousted from service, will be entitled to get full back wages except to the extent he was gainfully employed during the enforced idleness. Therefore, the burden was on the management to prove that the workman was in some gainful employment during the period of his enforced idleness, but the management has adduced no evidence at all to prove that the workman was in some gainful employment. However, during his cross-examination the workman stated before this Tribunal that he got himself enrolled as Advocate to the Bar Counsel of Uttar Pradesh in the year 1985 which was after the impugned order dated 05-12-84. He further stated that he never appeared as advocate in any Court. He also stated that he has been providing free legal opinion to the members of unions of various banks like Bank of India, Bharat Overseas Bank and Delhi Administration; That he appeared as a representative of workman in a single case at Kanpur CGIT; That he never appeared anywhere in any other case; That in the only case he appeared before the Kanpur Tribunal he was paid journey expenses only by the union.

16. Thus the mere admission of the workman in his cross-examination that he got himself enrolled as Advocate does not mean that he was engaged in any gainful employment. He has clearly stated that he never appeared as advocate in any court. He never earned from legal profession. There is no evidence that he was earning from legal profession. I find that the management has absolutely

failed to prove that the workman has been in any gainful employment during his illegal suspension after punishment order dated 28-9-83 or even after passing the impugned order dated 5-12-84. Therefore, I am of the view that the workman is entitled to be reinstated in his service in the bank with full back wages w.e.f. 28-9-83 along with interest @ 9% per annum thereon and all other consequential benefits. As such he deserves to be reinstated in the service of the Bank and paid full back wages with interest thereon in view of this award within 30 days after publication of the award. Award is given accordingly.

Dated : 27-8-2003.

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 29 अगस्त, 2003

का.आ. 2683.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैण्डर्ड चार्टर्ड ग्रिंडलेस बैंक के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-46/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-08-2003 को प्राप्त हुआ था।

[सं. एल-12011/40/94-आई.आर. (बी. I)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 29th August, 2003

S.O. 2683.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-46/1995) of the Central Government Industrial Tribunal No. I, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Standard Chartered Grindlays Bank Ltd. and their workman, which was received by the Central Government on 28-8-2003.

[No. L-12011/40/94-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. I, MUMBAI

PRESENT:

Shri Justice S.C. Pandey, Presiding Officer

Reference No. CGIT-46/1995

PARTIES:

Employers in relation of the management of Grindlays Bank (now known as Standard Chartered Grindlays Bank Ltd.)

AND

Their Workmen

APPEARANCES:

For the Management	: Mr. Alva, Advocate.
For the Workman	: Mr. P.N. Subramanyan, Gen. Secretary
State	: Maharashtra

Mumbai, dated 30th day of July, 2003

AWARD

1. This is a reference made by the Central Government under clause (d) of Sub-section 1 of Section 10 Industrial Dispute Act (the Act for short) read with Sub-section 2A thereof for adjudicating upon the following industrial dispute between the Grindlays Bank Ltd. (the Bank for short) and the Grindlays Bank Employees (the Union for short). The Central Govt. has spelled terms of reference in the schedule to the order in the following manner :

“Whether the action of the management of Grindlays Bank Ltd. in changing conditions of service of workmen by reducing the number of watchman in its branches at M.G. Road and D.N. Road, Bombay is justified ? What relief should be granted ?”

2. The Union stated that Bank had its head office in London and there were 12 Metropolitan branches of the Bank at Bombay besides others throughout in India. It was stated that the Bank operated through 56 of its branches throughout India. The service conditions of Bank employees were governed by Sastri Award (1953) Desai Award (1962) as modified by Six bipartite agreement. The Union stated that it purports to rely subsequent settlements and award including that made by the National Industrial Tribunal in Ref. No. NTB-2 of 1980 published on 30-11-1980. It has been pleaded Sastri Award had given two set pay scales for two different cadres. One scale for clerical staff and another for subordinate staff. It was also found that within two classes there were various categories of persons holding posts of different responsibilities. The Sastri Award solved the problem by giving special allowance attached to particular category of post. The award provided the minimum amount payable without restricting right to pay at higher. Desai Award gave categories of the workmen which included the category of Watchmen or Watchmen-cum-Peon. The system of Desai Award of granting special allowance has accepted in Bipartite Settlement dated 10-10-1966. The paragraph 5.2 deals with rate of special allowance to Clerical staff and paragraph 5.3 dealt with the rate of special allowance to subordinate staff. In this Bipartite agreement the position stated in Desai Award in paragraph 5.289 was maintained in First Bipartite Settlement. In paragraph 5.9 of that Settlement was stated as follows :

"5.9 a workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance, will depend upon the terms of his employment. For instance a workman who is employed permanently as a Head Clerk or Stenographer cannot be deprived of his Special allowance by asking him to work as an ordinary clerk or asking him not to work as a Head Clerk or Stenographer. If however, a recipient of a special allowance wants to give up the work or duties which entitles him to the special allowance, he shall, if his request is granted, cease to draw the special allowance."

3. It is now pleaded that watchmen were entitled to special allowance for last 40 years. It was pleaded that they form distinct category of workmen within the class of subordinate staff. It is pleaded that out of four initial branches of the Bank, there were six watchmen employed at Mahatma Gandhi Road Branch at all time in two each in three shifts of 8 hours, at D.N. Road Branch four watchmen were employed or three shifts lasting 8 hours at Mint Road branch two watchmen one for day and another for night duty. The dispute between the Union and Bank related to reduction/abolition of post watchmen at D.N. Road and M.G. Road branch and giving them to employees of security agency contract labour. It was alleged that persons named in paragraph 10 A were employed at M.G. Road as Contract Labour and four at D.N. Road. It is alleged (in all branches) 48 persons were working as Security Guards between 1995 to 1998. However, April 2002 the number had come down to 26. It is that nine watchmen named in paragraph 12 were appointed as watchmen. They were specifically taken for that job. They did not perform any duty. They could not be compelled to leave the job or be transferred to any other post in violation of the Bipartite Settlement. It is alleged that three workmen namely B.G. Rawal, M.K. Thakur and N.K. Takuru were asked to work as Peon/Messenger at D.N. Road branch. At M.G. Road Branch A.S. Thapa Kesar Bahadur and Khodak were asked to do the same. They took voluntary retirement in the year 1996. It is further stated that Govind G. Shinde, Dil Bahadur Bhandari and Ravi S. Bhonsle at M.G. Road branch have accepted the post of Messenger cum Peon under pressure. The action of Bank was violation under section 9A of the Act read with item 7 and 11 of the Fourth Schedule therof. The Union raised on 15 and 16 February 1993. The Bank did not respond to the nature of the Ass'tt. Labour Commissioner (Central) for appearance on 26-2-1993. On failure report, the matter came to be referred to this tribunal. It was prayed that the award be passed directing the Bank to treat the posts of Watchman of distinct category. It be declared that

abolition of post of watchmen was violation of Section 9A of the Act read with items 1, 7 and 11 of Fourth Schedule. It be further declared that action was contrary to Awards, Bipartite Settlements. It was also prayed that it be declared that the employment of contract labour was contrary to notification abolishing Contract labour and also that award of the National Tribunal.

4. The Bank submitted in its written statement that workmen could be deployed as messenger peon. They were members of sub-staff. There was no change in the condition of service. They were getting the special allowance of Watchmen. Therefore Section A of the Act was not attracted. It was also said the matter item 8 or 11 of schedule V. To employ Security guards supplied by State Security Board neither unfair labour practice nor it is violative of the notification employing contract watchmen as the duties of security Guards are different than that of Watchmen.

5. In paragraph 5 reply it was stated in the written statement that there were only two cards in Bank, having single scale of pay, for each cadre. I.e. Clerical staff and subordinate staff. It was not disputed that as per Sastri Award, Desai Award and Bipartite Settlement certain categories of staff were given entitlement to special allowance in accordance with the nature of their duties. However, stated that it was clear from Appendix B that to Bipartite Settlement dated 19-10-1966 that the special allowance is given to a workman performing special duty. The Categorization is not in respect of post but in respect of duties. It was alleged that special allowance was attached to the function of watchmen rather than his post. A person performing the duties of watchman was merely a member of subordinate staff. The contents of paragraph 6, 7, 8, 9, 10, 10A, 11, 12, 13, 14, 15, 16, 17, 18A, 18b to G 18(H), 18(J) and 18(K) were all denied. It is not necessary to refer to them specifically.

6. The workman filed a long rejoinder denying all the allegation and asserting the main allegation made in the written statement. No useful purpose shall be served by repeating the same allegations again and again.

7. The Union filed the affidavit of Shri. Mohammad Sarfraz and Subramaniam. They were cross examined by the counsel for the Bank. The Bank examined Mr. Shete. He was cross examined on behalf of the Union.

8. It has not been argued before this tribunal that the employment of Security Guards by the Bank is prohibited by any law; therefore on this count this tribunal cannot hold that Bank could not have employed security guards. It is also not in dispute that Kesar Bahadur, A.S. Thapa and Khadak Singh who were employed as permanent Watchmen had taken voluntary retirement. The Union was unable to examine any one of them. Under these circumstances, no inference can be drawn that these watchmen had opted for voluntary retirement on account

of the fact that they were frustrated because they were being posted as Peon. Govind G. Shinde, Dil Bahadur Bhandari and Ravi S. Bhonsle have not been examined. There is nothing on record to show that they were in any way prejudiced by accepting the position of Peon. No other witness who was employed as watchmen has been examined. Therefore, there is no direct evidence on record to show section 9A of the Act was violated. The Union could have examined either of the three workmen i.e. B.G. Rawal, M.K. Thakuri and N.K. Tokuri. There is no evidence on record showing even their status as a watchman was changed. The evidence Mr. Subramanyam or that of Mr. Mohammad Sarfaraj is not specific. Sudhir Shete has stated that Tikori, Thakuri and Rawal were re-assigned their duties. They were given special allowance. There is nothing on record to contradict his evidence.

9. It is also clear from the bipartite agreement and the relevant portion of Sastri Award and Desai Award, that there are only two cadres in the Bank. i.e. Clerical Staff (ii) Subordinate staff. There is one single pay scale for each cadre. Therefore, a workman in employ of Bank must belong to one of the cadres. The persons who work as watchmen belong to subordinate cadre. The union has established from cross examination of Mr. Shete that W5, W6 and W7 are appointment letters of watchmen. It appears to this tribunal that it is apparent from the aforesaid document that the workmen were appointed and posted as Watchmen. The letters of appointment and confirmation of D.B. Bhandari W5, letter of appointment and Confirmation of G.G. Shinde, W6 and that of R.S. Bhonsle W7 show that the practice of the Bank to appointment watchmen after mentioning their pay and special allowance. However, they remain the member of subordinate staff of the Bank. The letter of their appointment only show the work that would be assigned to them. They cannot be deemed to have created new classification. There is no violation of item No. 7 of schedule (IV). It is not case of the Union that the number of the members of subordinate staff was reduced by the Bank when it employed security guards. No such specific dispute was referred to this tribunal. The Bank by introducing the voluntary retirement scheme had implemented the award of Justice Tulpule. Therefore, it cannot be blamed for accepting their retirement under V.R.S. In any cases they have not entered the witness box to prove the case of the Union. There appears to be no violation of item No. 11 of Schedule IV.

10. For all these reasons, this tribunal holds that Union has failed to establish its case that there was violation of section 9A of the Act read item No. 7 and 11 of Schedule IV. For all these reasons, the reference is rejected.

S.C. PANDEY, Presiding Officer.

नई दिल्ली, 29 अगस्त, 2003

का.आ. 2684.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधनतंत्र के सम्बद्ध विधोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम्भ शायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/206/95) को प्रकाशित करती है, जो केन्द्रीय सरकार की 28-8-2003 को प्राप्त हुआ था।

[सं. एल-12012/34/94-आई.आर. (बी.-I)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 29th August, 2003

S.O. 2684.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case. No. CGIT/LC/R/206/95) of the Central Government Industrial Tribunal/ Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 28-8-2003.

[No. L-12012/34/94-IR(B-I)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/206/95

Presiding Officer : Shri R.K. Dubey

Govind Racwar,
S/o Shri Sitaram Racwar,
Behind State Bank of India,
Harpalpur,
Distt. Chhattarpur

... Applicant.

versus

The Branch Manager,
State Bank of India,
Harpalpur Branch,
Chhattarpur

... Non-applicant

AWARD

Passed on this 4th day of August, 2003

1. The Government of India, Ministry of Labour vide order No. L-12012/34/94-IR-B. 3 dated 6-12-95 has referred the following dispute for adjudication by this tribunal :

“क्या शाखा प्रबंधक, भारतीय स्टेट बैंक, हरपालपुर शाखा, जिला-छतरपुर (म.प्र.) द्वारा श्री गोविन्द रेकवार आत्मज सीताराम रेकवार को दिनांक 4-2-85 से वाटरमेन/केन्टीन व्याय/करराश/

संदेशवाहक का कार्य निरन्तर मई, 93 तक लेने के पश्चात् उसे निर्यामित न करते हुये 1-5-93 (मई, 93) से कार्य से हटाये जाने की कार्यवाही न्यायोचित है, यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है।"

"2. The Statement of claim of workman in brief is that the workman/applicant was employed by the non-applicant since 4-2-85 as waterman/canteen boy and Farrash. Workman was also doing the work of messenger from time to time as per directions of the non-applicant. Applicant was paid monthly salary of Rs. 150 from 1985 to 1988 which was revised to Rs. 350 per month from year 1989. Workman's services have been terminated without assigning any reason since May, 93. No written termination order ever given to the workman. It was submitted by the workman that he worked continuously from 4-2-89 till May, 1993 therefore he attained the status of permanent employee. His services cannot be terminated without proper enquiry or without the payment of retrenchment compensation amount. It was prayed by the applicant that he should be reinstated in service with full back wages."

3. Non-applicant in its reply admitted that the applicant employed from time to time. From April, 1986 to September, 1988, applicant employed on contract basis in the Bank at 3 hours per day of Rs. 60 per month. From 1-10-88 to 4-5-93, applicant employed as canteen boy in the staff canteen. Applicant from 4-2-85 to 23-10-90 also worked as temporary messenger for 90 days. At that time Branch Manager are authorised to appoint any person on contract basis. Such employment is not regular. It is purely on contract basis. This period cannot be taken with the period of daily wage working. It is submitted by the Non-applicant that the applicant was employed in the staff canteen from 1-10-88 to 4-5-93. Bank has nothing to do with the staff canteen. Staff canteen is controlled by the Local implementation Committee of the staff members. Branch Manager is the President. Union Representative is the Secretary. Bank provides subsidy to the committee for running the committee and catering services for the staff members. This committee recruits the applicant. Bank has no right to take in disciplinary action and Bank is also under no obligation to run the canteen. Therefore the applicant cannot be said to be in the services of the Non-applicant when he was a canteen boy. It was also submitted by the Non-applicant that applicant from 4-2-1985 to 23-10-1990 worked as temporary messenger for a total period of 90 days. This period also cannot give the applicant any right for his employment. Applicant's case is not covered under Section-25 of the I.D. Act. It was submitted by the Non-applicant that the applicants application, his statement of claim be rejected.

4. The following issues are necessary for the just and proper decision of this case :

1. Whether the applicant worked as the Bank employee under the Bank Non-applicant from 1985 to 1993 ?
2. Whether the applicant is entitled for any relief ?

5. Issue No. 1 :

Regarding Issue No. 1, Non-applicant Bank's admission is important. Non-applicant Bank in its W.S. admitted that the applicant worked as the canteen boy in the staff canteen from 1988 to 1993. It was also admitted by the Non-applicant that this canteen was subsidised by the Non-applicant Bank. Staff canteen run by the staff members committee. It is created for the welfare of the staff members of the Bank. Now the question is whether the service of the applicant as canteen boy may be termed as the service of the Non-applicant. The Honourable Supreme Court in *Indian Overseas Bank versus IOB staff canteen workers Union and another 2000-LLR-647* cosidered this question.

In this case, Non-applicants were the members of the staff canteen. Staff canteen controlled and regulated by the Bank employees. Bank also subsidised and funded the canteen. Canteen is meant only for the welfare of the staff members. Para-20 of the ruling above mentioned is important :—

"The factual findings recorded by the tribunal and the Division bench as also the materials relied upon therefor, have been already set out in detail, supra and it is unnecessary to refer to them in greater detail once over again. The canteen in question was being run from 1-1-73 and even before that, indisputably, the Bank itself had arranged for running of the same through a contractor and similar arrangement to run through a contractor was once again made by the Bank on its closure on 26-4-90 though after a period of some break from 21-10-92. Besides this, the nature and extent of assistance, financial and otherwise in kind, provided which have been enumerated in detail, would go to establish inevitably that the Bank has unmistakably and for reasons obvious always undertaken the obligation to provide the canteen services, though there may not be any statutory obligation and it will be too late to come a part of the service conditions of the employees. The materials placed on record also highlight the position that the bank was always conscious of the fact that the provision and availing of canteen services by the staff are not only essential but would help to contribute for the efficiency of service by the employees of the Bank. That it was restricted to the employees only, that the subsidy rate per employee was being also provided and the working hours and

days of the canteen located in the very Bank buildings were strictly those of the Bank and the further fact that was contributed by anybody self, either the promoters or the staff using the canteen are factors which strengthen the claim of the workers.

It was also on evidence that the canteen workers were besides making them eligible for periodical medical check up by the doctors of the Bank and admitting them to the benefits of the Provident Fund Scheme. The cumulative effect of all such and other facts noticed and considered in detail provided sufficient basis for recording its findings by the tribunal as well as the Division Bench of the High Court ultimately to sustain the claim of the workers in this case."

6. In para-21 of the Indian Overseas Bank's case Honourable Supreme Court held the promoters of the canteen being permanent employees in the services of the bank promoted to run the canteen by merely being in control of the day to day affairs of the canteen. The Bank cannot absorb all its liabilities when it was really using the canteen management as its instrumentality and agent. Honourable Supreme Court held that the canteen employees are the employees of the Banks and therefore they are entitled for the relief under the I.D. Act.

7. The Honourable Supreme Court's above mentioned ruling is very significant to decide this case. The facts of both these cases are similar because in this case also the canteen run by the non-applicant Bank also funded the canteen and the canteen is meant only for the employees of the Non-applicant. Thus it is clear that the non-applicant Bank has no direct control over the day to day affairs of the canteen but by providing the money and appointed its employees as the regulating committee. Banks hold over the staff canteen is clearly established. Thus the person who worked in the canteen is also in the employment of the non-applicant and therefore he is entitled for any relief be given to him under the I.D. Act. Therefore at this stage, I have to point out that it is not established in the evidence that the applicant has worked as permanent employee of the Bank from 1985 to 1988. The only established or proved facts are that the applicant is employed during these 3 years as Farrash or office boys for 3 hours daily. Applicant's duty in those years were only to clean the office and latrine, toilets etc. and then leave the building. This type of contract and part time service cannot be termed as regular employment.

8. But it is clear from 1988 when the applicant started to work as canteen boy. He comes under the employment of the non-applicant. It is also not disputed that applicant from 1988 to May, 1993 worked continuously in the staff canteen. It means that the applicant completed 240 days in a year therefore he is entitled for the relief under the I.D. Act.

9. Issue No. 2 :

In the last para, I mentioned that the service of the applicant in the staff canteen was actually the employment under the non-applicant. The Honourable Supreme Court's decision in the Indian Over Seas Bank's case (Supra) is important in this respect. Thus it is clear that the applicant from 1988 to 1993 was actually in the service under the Non-applicant therefore applicant is entitled for the relief under Sec-25 of the I.D. Act. Applicant's services cannot be terminated without holding proper enquiry therefore applicant is entitled for the reinstatement in service with back wages.

10. Therefore it is proved that the applicant's services is illegally terminated by the Non-applicant therefore applicant's statement of claim is accepted and it is ordered that the non-applicant should reinstate the applicant into his post with full back wages within 3 months of the publication of the award. If the non-applicant did not comply the order of the tribunal within the stipulated period then the non-applicant has to pay interest of 8% per year on the above amount. Non-applicant also bears the cost of the applicant including Advocate fees. Advocate fees is fixed at Rs. 1500.

11. The reference of the Ministry is answered that the applicant's termination order by the non-applicant is not justified and the applicant is entitled to reinstate in service with full back wages.

12. The copy of the award be sent to the Govt. of India, Ministry of Labour as per rules.

R.K. DUBEY, Presiding Officer

नई दिल्ली, 29 अगस्त, 2003

का.आ. 2685.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/99/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-08-2003 को प्राप्त हुआ था।

[सं. एल-12011/26/2000-आई. आर. (बी. I)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 29th August, 2003

S.O. 2685.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/99/2000) of the Central Government Industrial Tribunal No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of State Bank of India and their workman, which was received by the Central Government on 28-08-2003.

[No. L-12011/26/2000-I.R. (B.I)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 MUMBAI

PRESENT:

S.N. Saundankar, Presiding Officer

REFERENCE NO. CGIT-2/99 of 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT OF STATE BANK OF INDIA, MUMBAI

The General Manager,
State Bank of India,
Central Office,
Office Admin. Department
Sector-11, CBD Belapur,
Navi Mumbai-400 614.

Vs.

Their Workmen
The President,
State Bank Karmachari Sena,
Central Office,
Sector-11, CBD Belapur,
Navi Mumbai-400 614.

APPEARANCES:

FOR THE EMPLOYER : Mr. P.N. Anaokar,
Advocate

FOR THE WORKMEN : Mr. Jaiprakash Sawant,
Advocate.

Mumbai, dated 11th June 2003

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/26/2000/IR(B-I) dated 11-10-2000 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India, Mumbai by upgrading Shri P.B. Pawar in the year 1987 by superseding Shri A.M. Shelar and D.M. Kokare is justified ? If not, what relief the workmen Shri A.M. Shelar and D.M. Kokare are entitled to ?"

2. Vide Claim Statement (Exhibit-5) State Bank Karmachari Sena pleaded that in the State Bank of India

channel of promotion available to the category of Canteen Boy-cum-Hamal is Head Bearer and thereafter Senior Head Bearer which are given on the basis of seniority in service. It is averred that Head Bearer and Senior Head Bearer are entitled to receive payment of special allowance and other consequential benefits including rise in DA, HRA and retiral benefits. It is the contention of union that management Bank never displayed or fixed the seniority list of workers working in the above named category. The workers are posted at various work places and therefore it is not possible for the workmen concerned, to remove the anomalies in their wages and allowances and that the union in the year 1997 came to know that workman Pawar who was junior to workmen, Shelar and Kokare has been allowed by the management to supersede them giving him benefit of special allowance i.e. increase in house rent and other consequential benefits depriving the above said two workmen. It is averred that management ignoring the seniority in service of the above two workmen, gave them discriminatory treatment violating the principles of seniority and caused monetary loss. It is contended by the union that Shelar was appointed as Canteen Boy-cum-Hamal on 2-1-1978 and promoted to the post of Head Bearer on 1-1-1989 and thereafter Senior Head Bearer on 10-11-1998 and Kokare was appointed on 2-1-1978, and promoted on 1-1-1989, 10-11-1998. However, workman Pawar though joined on 27-7-1978 was promoted as Head Bearer on 1-9-1987 and Senior Head Bearer on 1-9-1997 giving the seniority and that this action of the management is against the Seniority rules consequently discriminatory therefore the management be directed to remove the above said anomaly.

3. Management State Bank of India resisted the claim of union by filing Written Statement (Exhibit-11) contending that the alleged claim of the year 1987 was espoused for the first time in the year 1999 therefore the claim being belated suffers from gross delay and laches and consequently not maintainable. It is further the contention of management that State Bank Karmachari Sena which had espoused the cause was not in existence in the year 1987 i.e. when the alleged act occurred and therefore this union is not competent to prosecute the dispute. It is pleaded by the Bank that Pawar in the year 1987 was working in the Central Office Mumbai where vacancy of Head Bearer arose, therefore in terms of Seniority list maintained by Administration Department Central Office Mumbai, was promoted as Head Bearer in the year 1987. It is pleaded that on arising vacancy in the concerned departments Shelar and Kokare were also given promotions therefore question of violating the seniority rules and giving discriminatory treatment does not arise and consequently management Bank contended the unions's claim being devoid of substance, be dismissed with costs in limine.

4. On the basis of pleadings issues were framed at Exhibit-13 and in that context Assistant General Secretary

of State Bank Karmachari Sena Mr. Biswas filed affidavit in lieu of Examination in Chief (Exhibit-18) and closed oral evidence vide purshis (Exhibit-20). In rebuttal, Chief Manager of the Bank Mr. Rane filed affidavit (Exhibit-21) and the management closed oral evidence vide purshis (Exhibit-22).

5. Union filed written submissions (Exhibit-25) and the management (Exhibit-23) along with copies of rulings (Exhibit-24). On perusing the record, the written submissions and hearing the counsels, I record my findings on the issues for the reasons mentioned below :—

<u>Issues</u>	<u>Findings</u>
1. Whether the reference suffers from laches ?	No.
2. Whether the State Bank Karmachari Sena is competent to raise the dispute ?	Yes.
3. Whether the union proves that superseding Shri A.M. Shelar and D.M. Kokare, Shri P.B. Pawar was upgraded in the year 1987 ?	As per order below.
4. Whether the action of the management of State Bank of India, Mumbai by upgrading Shri P.B. Pawar in the year 1987 by superseding Shri A.M. Shelar and D.M. Kokare is justified ?	Yes.
5. What relief Shri A.M. Shelar and D.M. Kokare entitled to ?	As per order below.

REASONS

6. At the outset, the Learned Counsel Mr. Anaokar for the Bank submitted that one Pawar appointed on 27-7-1978 was promoted as Head Bearer on 1-9-1987 for which dispute was raised in the year 2000 after about 13 years, consequently claim being stale suffers from laches and therefore cannot be entertained. He has relied on the decision in Nedungadi Bank Ltd. V/s. K.P. Madhavan Kutty 2000 I CLR 671(673) SC and State of Punjab V/s. Kali Das 1977 II CLR 151. On the other hand, the Learned Counsel for the Union Mr. Jaiprakash Sawant submitted that in case where delay is shown to exist the Tribunal/Court deals with the case can appropriately mould the relief. He also submitted that the object of the statute is to ensure social justice to both employer and employees and to advance the progress of industry and that this piece of legislation is directing and regulating the service conditions of the workers. He has relied on Ajaib Singh V/s. The Sirhind Co-operative Marketing cum Processing Service Society Ltd. & Anr. Jt 1999 (3) SC 38. In Indian Iron & Steel Co. Ltd., V/s. Prahlad Singh 2001 Supreme Court Cases (L & S) 239. Their Lordships of Apex Court observed :

“Whether relief can be declined on the ground of delay and laches depends on the facts and circumstances of each case. In this case the claim was made almost after a period of 13 years without any reasonable or justifying ground and there was nothing on record to explain this delay as held by the Tribunal. When the respondent did not make claim for 13 years without any justification and on merits also he had no case, the Tribunal did not rightly grant him any relief.”

7. According to the union they came to know the anomaly in giving seniority to Pawar in the year 1997 as the management never displayed or circulated the Seniority list of the workers working in the said category and that workers are posted at various work places and therefore it was not possible for the workers concerned to know the differences or anomalies in their wages and allowances. It is seen that Chief Manager Mr. Rane for the first time had seen the seniority list of the concerned workmen last year i.e. in the year 2002. In this context the explanation given by the Union Assistant General Secretary Mr. Biswas referred to above the delay is self explanatory and considering this, hardly can be said that the claim suffers from laches. Otherwise also, considering the objects discussed supra in the light of the facts on record, reference cannot be thrown on the count of delay. Consequently issue No. 1 is answered in the negative.

8. It is further urged by Mr. Anaokar for the Bank that State Bank Karmachari Sena was not functioning when the dispute on the alleged seniority arose in 1987 that means, at the time of dispute this Union was not in existence and therefore it is not competent to prosecute the dispute. Mr. Sawant for the Union submitted that the Union registered under the Trade Unions Act, can represent the workers. He submits even the non-members of the Union can prosecute the cause for the larger interests. Since the Union is registered under the Trade Unions Act though was not in existence in the year 1987 i.e. when for the first time Mr. Pawar was promoted as Head Bearer from the post of Hamal, can very well prosecute the case, consequently issue No. 2 is answered in the affirmative.

9. The crucial point is whether the action of the management Bank to promote Mr. Pawar superseding worker Shelar and Kokare is proper. It is the admitted position that workers in the category of Canteen Boy-cum-Hamal are to be promoted by seniority as Head Bearer and then Senior Head Bearer and that Pawar who had joined on 27-7-1978 was promoted as Head Bearer on 1-9-1987 and thereafter Senior Head Bearer on 1-9-1997 though Shelar and Kokare were appointed on 2-1-1978 i.e., prior to Pawar. Mr. Biswas Assistant General Secretary of the Union pointed out that giving promotion to Pawar superseding Shelar and Kokare is against the rules of seniority and hence unjustified. Mr. Rane Chief Manager of the Bank

disclosed that performance of Kokare and Shelar was average however, the performance of Pawar was good and further pointed out that Pawar belongs to S.C., having passed 8th Standard whereas Kokare and Shelar had studied up to 3rd Standard and considering over all performance and material factors, Pawar was promoted in the year 1987 who was then working in Central Office as a Canteen Boy where vacancy of Head Bearer arose and consequently he was continued there on promotion on the basis of Bipartite Settlement dated 17-9-1984. The fact that while giving promotion along with seniority factors as deposited to by Mr. Rane are to be considered and that considering the over all performance Pawar was promoted, hardly can be said that the action of the Bank is unjustified. In this context the claim of the Union in respect of Shelar and Kokare deserves to be dismissed. Issue Nos. 3 to 5 are answered accordingly and hence the order :

ORDER

The action of the management of State Bank of India, Mumbai by upgrading Shri P.B. Pawar in the year 1987 by superseding Shri A.M. Shelar and D.M. Kokare is justified.

S. N. SAUNDANKAR, Presiding Officer
नई दिल्ली, 5 अगस्त, 2003

का.आ. 2686.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-8-2003 को प्राप्त हुआ था।

[स. एल-40012/451/99-आई. आर. (डी. यू.)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 5th August, 2003

S.O. 2286.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Telecom Deptt. and their workman, which was received by the Central Government on 5-8-2003.

[No. L-40012/451/99-I.R. (D.U.)]
B. M. DAVID, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.

पीटासान अधिकारी—श्री मणिशंकर व्यास, आर. एच. जे. एस.

निर्देश प्रकरण क्रमांक : औ. न्या./केन्द्रीय/-8/2000

दिनांक स्थापित : 27-4-2000

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश सं.

एल-40012/451/99/आई आर (डी. यू.)

दिनांक 3-3-2000

निर्देश अन्तर्गत धारा 10(1)(घ)
औद्योगिक विवाद अधिनियम, 1947

मध्य

जसवन्त सिंह पुत्र श्री प्रभूसिंह हाड़ा
द्वारा श्री बलदेवसिंह, श्रम सलाहकार, डडवाड़ा,
कोटा जंक्शन/राज.

—प्रार्थी श्रमिक

एवं

जनरल मैनेजर, टेलीकॉम विभाग, कोटा।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि :—

श्री बलदेव सिंह

अप्रार्थी नियोजक की ओर से प्रतिनिधि :—

श्री विश्वजीत शर्मा

अधिनियम दिनांक : 18-6-2003

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपने उक्त प्रासांगिक आदेश दिनांक 3-3-2000 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10 (1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"Whether the termination of services of Sh. Jaswant Singh S/o Sh. Prabhu Singh Hada w.c.f. 9-4-99 by the officers of GM Telecom Deptt., Kota is legal and justified ? If not, to what relief Sh. Jaswant Singh is entitled and from which date ?"

2. निर्देश/विवाद न्यायाधिकरण में प्राप्त होने पर फंजीबद्द उपरान्त पक्षकारों को सूचना विधिवत रूप में जारी की गयी।

3. प्रार्थी श्रमिक जसवन्त सिंह की ओर से ब्लेस स्टेमेन्ट प्रस्तुत कर संक्षेप में यह अभिकथित किया गया है कि वह अप्रार्थी महाप्रबन्धक, टेलीकॉम विभाग, कोटा (जिसे तदुपरान्त "अप्रार्थी नियोजक" से सम्बोधित किया जावेगा) के अधीन दि. 22-12-97 से जीप ड्राइवर के पद पर कार्यरत था, इस कारण वह प्रार्थी का नियोजक व प्रार्थी उसका कर्मकार है। दि. 9-4-99 को अप्रार्थी नियोजक के प्रतिनिधि श्री एस. एन. गुप्ता एस डी ओ ओ एफ सी ने प्रार्थी को मौखिक आदेश से सेवा से हटा दिया, जबकि प्रार्थी ने उक्त नियोजनावधि में 240 दिन से भी अधिक समय तक कार्य पूर्ण कर लिया था तथापि उसे कोई नोटिस अथवा नोटिस वेतन व क्षतिपूर्ति भत्ता आदि नहीं दिया गया। प्रार्थी का कार्य स्थायी प्रकृति का है जो आज भी कनिष्ठ ड्राइवरों से कराया जा रहा है। उसे सेवा से हटाने से पूर्व वरिष्ठता सूची का भी नियमानुसार प्रकाशन

नहीं किया गया और नये श्रमिक/ड्राइवर भी रख लिये। इस प्रकार उसे अधिनियम की धारा 25-एफ व एच का उल्लंघन करते हुए सेवा से हटाया गया है जोकि अनुचित व अवैध घोषित करते हुए पिछले सम्पूर्ण वेतन व समस्त सेवा ताथों सहित सेवा में पुर्णस्थापित किया जाने का अनुतोष प्रदान किया जावे।

4. अप्रार्थी नियोजक की ओर से क्लेम का जबाब प्रस्तुत करते हुए प्रतिवाद स्वरूप यह अभिकथित किया गया है कि प्रार्थी ने अप्रार्थी विभाग में दैनिक वेतन भोगी रूप में प्रत्येक बार निश्चित अवधि के लिए एवं प्रोजेक्ट अवधि के लिए कार्य किया था जो प्रोजेक्ट अवधि समन्वित पर स्वतः कार्य से मुक्त हो गया। प्रार्थी कर्मकार की परिभाषा में नहीं आता है, ना प्रार्थी ने 22-12-97 से 9-4-99 तक की अवधि में किसी भी कलेण्डर वर्ष में निरन्तर 240 दिन तक कार्य पूर्ण किया है, ना अप्रार्थी ने अधिनियम की धारा 25-एफ व एच की अवैहलना की है, ना प्रार्थी पर अधिनियम की धाराओं के प्रावधान लागू होते हैं, ऐसी स्थिति में प्रार्थी का क्लेम खारिज होने योग्य है। अन्त में उसका क्लेम निराधार होने व पोषणीय नहीं होने से निरस्त किये जाने की प्रार्थना की गयी है।

5. प्रार्थी श्रमिक ने साक्ष्य में स्वयं का शपथ-पत्र प्रस्तुत किया है, जबकि अप्रार्थी नियोजक पक्ष की ओर से साक्षी श्री एम. पी. शर्मा, उपमण्डल अभियन्ता (ओ एफ सी) को परीक्षित करवाया गया है। प्रलेखीय साक्ष्य में प्रार्थी की ओर से अप्रार्थी के जबाब की फोटोप्रति जोकि उसके द्वारा समझौता कार्यवाही दैरान प्रस्तुत की गयी थी, प्रस्तुत की गयी है।

6. उभयपक्ष के विद्वान प्रतिनिधिगण की बहस सुनी गयी, अभिलेख पर उपलब्ध साक्ष्य व पत्रावली का ध्यानपूर्वक परिशीलन किया गया।

7. उभयपक्ष के विद्वान प्रतिनिधिगण की बहस मुख्यतः उनके प्रस्तुत उक्त अभ्यावेदनों के अनुरूप ही रही है। विद्वान प्रतिनिधि प्रार्थी ने विशेष रूप से एक तर्क यह भी दिया कि 240 दिन कार्यदिवस अन्तिम कलेण्डर वर्ष में पूर्ण करना आवश्यक नहीं है। किसी भी कलेण्डर वर्ष में 240 दिन का कार्य पूर्ण कर लेने पर अप्रार्थी नियोजक के लिए अधिनियम की धारा 25-एफ के आज्ञापक प्रावधानों की पालना किया जाना आवश्यक है, इस मत की पुष्टि में न्यायदृष्टांत “1996 (II) एल. एल. जे. 316 (रा. उ. न्या. चीफ इंजीनियर, इरिगेशन बनाम कमलेश एवं अन्य तथा नवीनतम न्यायदृष्टांत 2002 (95) एफ. एल. आर. 521 (दिल्ली उ. न्या.)—सूरजपाल मिंह बनाम पी. ओ. लेबर कोर्ट नं. III” से होती है। इसके अतिरिक्त एक अन्य न्यायदृष्टांत “एस. सी. एल. जे. (1999-2000) पृष्ठ 687-एकजीक्यूटिव इंजीनियर, सी पी डब्ल्यू डी, इन्डौर बनाम मधुकर पुरुषोत्तम छोलबरकर” को पेश किया गया है।

8. विद्वान प्रतिनिधिगण के तर्कों पर विचार करने से पूर्व अभिलेख पर आयी हुई साक्ष्य का विवेचन किया जाना न्यायोचित प्रतीत होता है। प्रार्थी श्रमिक ने अपने बयानों में स्टेटमेन्ट आफ क्लेम के तथ्यों की पुष्टि की है। प्रतिपरीक्षा में इस गवाह का यह कथन है कि मुझे ए सी जी 70 पर हस्ताक्षर करवाकर वेतन भुगतान होता था। मुझे प्रतिमाह 3000 रु. वेतन मिलता था, प्रत्येक दिन के 100 रु. बनते थे मुझे छुट्टियाँ नहीं मिलती थीं, मैं रविवार को भी काम पर जाता था। दि. 9-4-99 के बाद

मैं घर पर ही रहा। उसकी शादी हो गयी है उसके एक बच्चा भी है, उसके घर का खर्चा उसके घर वाले ही चला रहे हैं। अप्रार्थी के गवाह एम. पी. शर्मा उपमण्डल अभियन्ता (ओ एफ सी) ने अपने बयानों में जबाब के तथ्यों की पुष्टि की है। प्रतिपरीक्षा में इस गवाह का यह कथन है कि प्रार्थी श्रमिक का कथित नियोजनकाल उसके पदस्थापनाकाल से पूर्व का रहा है। प्रार्थी 22-12-97 से काम पर लगा था। यह सही है कि प्रार्थी को दि. 9-4-99 से काम से हटा दिया गया, परन्तु प्रार्थी नियमित कर्मचारी नहीं बल्कि केजुअल कर्मचारी था। प्रार्थी को नियुक्ति-पत्र सेवा मुक्ति-पत्र, नोटिस, नोटिस वेतन आदि नहीं दिये गये। प्रार्थी से समन्वित मस्ट्रोल, पेड वाउचर्स व लोग-बुक आदि पेश नहीं की गयी है। प्रदर्श डबल्यू. 1 विभाग का पत्र है जो सहायक श्रमायुक्त को लिखा गया था। प्रदर्श डबल्यू. 1 में केवल वास्तविक कार्यदिवस ही बताये हैं, सापाहिक अवकाश नहीं दर्शाये हैं। आज भी एक्सचेन्ज में केबल डालने का काम चल रहा है, परन्तु प्रोजेक्ट अलग-अलग हैं। उस समय दूसरा प्रोजेक्ट चल रहा था, आज दूसरा प्रोजेक्ट चल रहा है।

9. उभयपक्ष द्वारा पेश की गयी साक्ष्य के सन्दर्भ में अब हम उभयपक्ष के तर्कों पर विचार करेंगे। जहाँ तक प्रार्थी श्रमिक के एक कलेण्डर वर्ष में 240 दिन पूर्ण किये जाने का प्रश्न है, विभाग की ओर से प्रदर्श डबल्यू. 1 पत्र में यह स्वीकार किया गया है कि प्रार्थी श्रमिक ने दि. 25-12-97 से 9-4-99 तक कुल 335 दिन कार्य किया है। प्रार्थी के कार्य दिवस 25-12-97 से 24-12-98 तक की यदि गणना की जाय तो ये कार्यदिवस लगभग 292 होते हैं जोकि निश्चित रूप से एक कलेण्डर वर्ष में 240 दिन से अधिक हैं। इस प्रकार प्रार्थी द्वारा एक कलेण्डर वर्ष में 240 दिन का कार्य पूर्ण किया जाना अप्रार्थी नियोजक के दस्तावेज प्रदर्श डबल्यू. 1 से ही प्रमाणित है। प्रार्थी श्रमिक के लिए यह आवश्यक नहीं है कि वह अन्तिम कलेण्डर वर्ष में ही 240 दिन पूर्ण करे, इस मत की पुष्टि विद्वान प्रतिनिधि प्रार्थी की ओर से प्रस्तुत न्यायदृष्टांत “1996 (II) एल. एल. जे. 316 (रा. उ. न्या. चीफ इंजीनियर, इरिगेशन बनाम कमलेश एवं अन्य तथा नवीनतम न्यायदृष्टांत 2002 (95) एफ. एल. आर. 521 (दिल्ली उ. न्या.)—सूरजपाल मिंह बनाम पी. ओ. लेबर कोर्ट नं. III” से होती है।

10. अप्रार्थी विद्वान प्रतिनिधि की ओर से दूसरा तर्क यह उठाया गया है कि प्रार्थी को एक निश्चित अवधि के लिए एवं निश्चित कार्य के लिए लगाया गया था। इस सन्दर्भ में अभिलेख पर अप्रार्थी पक्ष की ओर से ऐसी कोई दस्तावेजी साक्ष्य प्रस्तुत नहीं की गयी है जिससे यह प्रकट होता है कि प्रार्थी को एक निश्चित अवधि के लिए नियुक्त दी गयी थी या निश्चित कार्य के लिए लगाया रखा जाता था। इसके विपरीत विद्वान प्रतिनिधि प्रार्थी की ओर से जो न्यायदृष्टांत “एस. सी. एल. जे. (1999-2000) पृष्ठ 687-एकजीक्यूटिव इंजीनियर, सी पी डब्ल्यू डी, इन्डौर बनाम मधुकर पुरुषोत्तम कोलबरकर” पेश किया गया है, उसमें माननीय उच्चतम न्यायालय द्वारा निम्न न्यायसिद्धान्त प्रतिपादित किया गया है :—

Industrial Disputes Act, 1947—Section 2 (oo) (bb) proviso—Termination of services—Of appellant a daily wages engaged on purely temporary basis—In absence of fixed term in the order of appointment—proviso to Section 2 (oo) (bb) is not applicable.”

11. हस्तगत प्रार्थी के मामले में भी कोई नियुक्ति-पत्र पेश नहीं हुआ है जिसमें यह अंकित हो कि प्रार्थी को निश्चित अवधि के लिए लगाया गया है, ना अन्य कोई ऐसा दस्तावेज ही न्यायालय के समक्ष पेश किया गया है जिससे प्रकट हो कि प्रार्थी को किसी प्रोजेक्ट में निश्चित अवधि के लिए कार्य विशेष के लिए लगाया गया था। अतः अप्रार्थी धारा 2 (ओआ०) (बीबी) अधिनियम के अपवाद का लाभ प्राप्त नहीं कर सकता और उक्त न्यायदृष्टांत में प्रतिपादित सिद्धांत के आधार पर, अप्रार्थी प्रतिनिधि द्वारा उक्त प्रकार से उठाया गया तर्क स्वीकार किये जाने योग्य नहीं है।

12. अब जहां तक प्रार्थी श्रमिक के पूर्णतया अस्थायी कर्मचारी होने के आधार पर अधिनियमान्तर्गत “कर्मकार” की परिभाषा में आने का प्रश्न है, यह एक स्वीकृत स्थिति है कि एक दैनिक वेतन भोगी/अस्थायी कर्मचारी भी अधिनियमान्तर्गत “कर्मकार” की परिभाषा में आता है व ऐसे दैनिक वेतन भोगी/अस्थायी कर्मचारी द्वारा एक कलेण्डर वर्ष में 240 दिन पूर्ण कर लिये जाने की स्थिति में उसे बिना अधिनियम की धारा 25-एफ के आज्ञापक प्रावधानों की पालना किये सेवा से नहीं हटाया जा सकता, अन्यथा ऐसा सेवा मुक्ति आदेश अवैध व प्रभाव शून्य होता है, इस मत की पुष्टि न्यायदृष्टांत “2001 (88)एफ.एल.आर. 508-दीपचन्द्र बनाम उत्तर प्रदेश राज्य एवं अन्य” से होती है। यह न्यायदृष्टांत यदि हस्तगत मामले पर लागू किया जाता है तो प्रार्थी को दि. 9-4-99 से सेवा से हटाये जाने से पूर्व अधिनियम की धारा 25-एफ के आज्ञापक प्रावधानों की पालना अप्रार्थी नियोजक द्वारा नहीं की गयी है, अतः प्रार्थी श्रमिक का सेवा से दिनांक 9-4-99 से किया गया निष्कासन पूर्णतया अवैध एवं प्रभाव शून्य है और प्रार्थी श्रमिक अपनी सेवा की निरन्तरता सहित सेवा में पुनर्स्थापित होने का अधिकारी घोषित होने योग्य है।

13. अब जहां तक प्रार्थी श्रमिक के पिछले वेतन का प्रश्न है, यह एक स्वीकृत स्थिति है कि प्रार्थी ने सेवा से हटाये जाने के उपरान्त विभाग में कोई कार्य नहीं किया। प्रार्थी का कार्य गाड़ी चलाना था और यह स्वाभाविक प्रतीत होता है कि उसने अपने जीवन-यापन के लिए ऐसा कुछ न कुछ कार्य अवश्य किया होगा, अतः इन समस्त परिस्थितियों को ध्यान में रखते हुए प्रार्थी श्रमिक को पिछले वेतन के रूप में 25% वेतन टिलवाया जाना ही न्यायोचित पाया जाता है।

परिणामतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश/विवाद का अधिनियमण्यन कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थी नियोजक महाप्रबन्धक, टेलीकाम विभाग, कोटा द्वारा प्रार्थी श्रमिक जसवन्त सिंह आत्मज प्रभू लाल को दिनांक 9-4-99 से सेवा से पृथक किया जाना उचित एवं वैध नहीं है, फलतः प्रकरण के तथ्यों व समस्त पर्यास्थातियों को ध्यान में रखते हुए प्रार्थी श्रमिक को अपनी सेवा की निरन्तरता व पिछले 25% वेतन सहित सेवा में पुनर्स्थापित होने का अधिकारी घोषित किया जाता है।

इस अधिनियम को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जावें।

मणि शंकर व्यास, न्यायाधीश

नई दिल्ली, 8 सितम्बर, 2003

का.आ. 2687.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 अक्टूबर, 2003 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला, तालुक तथा होबली उडुपी के राजस्व ग्राम अंबलपाडी तथा उदायावरा के अधीन आने वाले क्षेत्र”।

[संख्या : एस-38013/31/2003-एस.एस.-I]

के. सी. जैन, निदेशक

New Delhi, the 8th September, 2003

S.O. 2687.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2003 as the date on which the provisions of Chapter IV [except Sections 44 and 45 which have already been brought into force] and Chapter V and VI [except sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Karnataka namely :—

“Areas comprising the revenue villages of Ambalapady and Udayavara in the Hobli, Taluk and District Udupi.”

[No. S-38013/31/2003-SS.I]

K. C. JAIN, Director

नई दिल्ली, 9 सितम्बर, 2003

का. आ. 2688.—केन्द्रीय सरकार एतद्वारा, उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा-3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्रम मंत्रालय में केन्द्रीय सचिवालय सेवा संबंध के अनुभाग अधिकारी श्री एन. के. नागर को दिनांक 26 अगस्त, 2003 (पूर्वाहन) से उत्प्रवास संस्थी, हैदराबाद के रूप में नियुक्त करती है।

[संख्या एस-13011/1/2003-उत्प्रवास]

ए. अशोली चलाई, अवर सचिव

New Delhi, the 9th September, 2003

S.O. 2688.—In exercise of the powers conferred by Section 3, Sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri N.K. Nagar, Section Officer of CSS cadre of Ministry of Labour, as Protector of Emigrants, Hyderabad with effect from 26th August, 2003 (F.N.)

[No. S-13011/1/2003-Emig.]

A. ASHOLI CHALAI, Under Secy.